

Collective Bargaining Agreement

By and Between

The County of Erie

and

The Sheriff of Erie County

and

**Erie County Sheriff's
Police Benevolent Association**

Covering Calendar Years
2017-2021

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STATEMENT OF PURPOSE

This Agreement entered into by the County of Erie, New York, and the Sheriff of Erie County, co-employers, hereinafter referred to as the "Employer" and Erie County Sheriff's Police Benevolent Association hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising there-under for the term of this Agreement for all Erie County Sheriff's Office employees in all classifications reflected in Schedule "A" as determined by the New York State Public Employment Relations Board to be in the bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel for the conduct of Employer programs; to administer the merit system including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify, and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE III

PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

1 **SECTION 2.** In connection with the Equal Employment Opportunity Program of the United
2 States, the Employer pledges its full support to Executive Order 11246 of September 1965 as
3 amended by Executive Order 11375 dated October 13, 1968, in continuing its well-established
4 policy to provide equal employment opportunities for all individuals on the basis of
5 qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or
6 national origin, which policy the Union enthusiastically endorses.

7
8 **SECTION 3.** All references to employees in this Agreement designate both sexes and
9 wherever the male gender is used it shall be construed to include male and female employees.

10
11 **SECTION 4.** The Employer agrees not to interfere with the rights of employees to become
12 members of the Union, and there shall be no discrimination, interference, restraint or coercion
13 by the Employer or any Employer representative against any employee because of Union
14 membership or because of any lawful employee activity in an official capacity on behalf of the
15 Union.

16
17 **SECTION 5.** The Union recognizes its responsibility as Bargaining Agent and agrees to
18 represent all employees in the bargaining unit without discrimination, interference, restraint or
19 coercion.

20
21 **SECTION 6.** The Union agrees that it will not interfere with, coerce, or intimidate any of the
22 employees into joining the Union. The Union recognizes that no employee is required to join
23 the Union and every employee has the right to join or refrain from joining the Union.

24 25 **ARTICLE IV**

26 27 **NO STRIKE CLAUSE**

28
29 **SECTION 1.** The Union recognizes the status of the Erie County Sheriffs Office employees as
30 "public employees" and the provisions of law applicable thereto.

31
32 **SECTION 2.** The Union shall not engage in a strike, nor cause, instigate, encourage or
33 condone one. In the event a strike or work stoppage occurs, the Union shall exert its best
34 efforts to prevent and terminate the same.

35
36 **SECTION 3.** No lockout of employees shall be instituted by the Employer during the term of
37 this Agreement.

38 39 **ARTICLE V**

40 41 **DUES CHECK OFF AND AUTHORIZATION**

42
43 **SECTION 1.** An employee desiring to become a member of the Union may execute a written
44 authorization in the form annexed hereto as Schedule "B." Upon receipt of the authorization

1 from an employee, the Employer shall, pursuant to the authorization, deduct from the
2 employee's wages, dues, each pay period.
3

4 **SECTION 2.** The Employer following each pay period from which those deductions are made
5 will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall
6 be sent out by a listing of the members from whom the deductions have been made and the
7 amount deducted from each to:
8

9 Erie County Sheriff's Office Police Benevolent Association, Inc.

10 P.O. Box 932

11 Orchard Park, New York 14127
12

13 **SECTION 3.** The Union shall certify to the Employer in writing the current rate of membership
14 dues and shall give the Employer thirty (30) days notice prior to the effective date of any
15 changes.
16

17 **SECTION 4.** A deduction authorized by any employee shall continue as long as so authorized
18 unless and until such employee notifies the Personnel Commissioner of the County of Erie of
19 his desire to discontinue or to change such authorization in writing and by registered mail and
20 the Employer shall forward a copy of the employee's notification to the Union.
21

22 **SECTION 5.** The Employer further agrees to grant to the Union an exclusive payroll deduction
23 of premiums for an employee organization sponsored insurance program.
24

25 **SECTION 6.** "Agency Shop" Agency Shop fee deductions, of an equal amount to Union
26 membership dues, shall be continued for the term of this Agreement. Such amount shall be
27 deducted from an employee's wages each pay period and shall be transmitted at the same
28 time and to the same office as set forth in Section 2 above, The Union agrees to hold the
29 Employer safe and harmless because of said deduction.
30

31 **SECTION 7.** If, through inadvertence or error, the Employer fails or neglects to make a
32 deduction which is properly due and owing from a bargaining unit member's pay check, such
33 deduction shall be made from the next pay check of the bargaining unit member and submitted
34 to the collective bargaining representative. The Employer shall not be liable to the collective
35 bargaining representative, bargaining unit member or any party by reason of the requirements
36 of this article of the Agreement for the remittance or payment of any sum other than that
37 constituting actual deductions made from employee wages earned.
38

39 **ARTICLE VI**

40 **BULLETIN BOARDS**

41
42
43 **SECTION 1.** The Employer agrees to provide space and the Union agrees to purchase bulletin
44 boards approximately 3' by 3' in size for the exclusive use of the Union to post notices and

1 other Union information excluding any information of an inflammatory nature, at each of the
2 following work installations:
3

4 (a) 10 Delaware Avenue
5 1st Floor - Payroll
6

7 (b) Deputies Room - Rath Building
8 Deputies Room - 291 Pearl Street
9 Deputies Room - 290 Main Street
10 Deputies Room - Convention Towers - 43 Court Street
11

12 (c) 134 W. Eagle Street
13 Transportation Room
14 4th Floor - Civil Division
15

16 (d) Substations (one board per substation)
17

18 (e) Patrol Services
19 Headquarters - Chestnut Ridge
20 Detective Bureaus
21 Break room
22

23 **ARTICLE VII**

24 **ACCESS TO PREMISES**

25
26
27 The Employer agrees to permit no more than four representatives of the Union to enter
28 the premises of the Employer at any hour after permission from the Division Head or his
29 designee has been granted for individual discussions of working conditions with employees
30 and the administration of the Collective Bargaining Agreement, provided such representatives
31 or the discussions do not unduly interfere with the performance of duties assigned to the
32 employees.
33

34 **ARTICLE VIII**

35 **NOTIFICATION OF NEW EMPLOYEES**

36
37
38 The Employer, through the County Personnel Office agrees to submit to the Union each
39 Month the list known as "Personnel Changes" of new Union employees hired, their job
40 classification, home address, and whether their employment is on a permanent, provisional, or
41 temporary basis.
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ARTICLE IX

HOURS OF WORK

SECTION 1. REGULAR HOURS

(a) The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to include lunch periods.

(b) Patrol deputies and supervisors ("employees") working the 7-on/2-off and 8-on/4-off schedules within the department shall work twelve (12) hour shifts as more fully described hereinafter and as illustrated in Exhibits "A" and "B" hereto.

(1) The schedule will be fixed to two (2) shifts. It is understood that bids will be for shift only. Starting times for the night shift will be 6:00 p.m. Starting times for the day shift will be 6:00 a.m. Shift bidding will commence upon signing of the agreement and will be covered by the applicable sections of the CBA.

(2) The parties agree the schedule requires the conversion of the schedules of those PBA members who have been or are granted 207-c/Line-of-Duty (LDI) injury status or extended sick leave. Those members granted this status shall have their work schedules switched to Monday through Friday. 9:00 a.m. to 5:00 p.m.

(3) With this 12 hour schedule, patrol deputies and supervisors during the course of the trial period will be earning four (4) hours of overtime per bi-weekly pay period as built into this schedule. This additional overtime will be paid at the members overtime rate or at the members' election in the form of compensatory time off at time and one-half of the overtime hours worked.

(4) Shift differential as per CBA Article XVII, § 5, and as it may be modified by the currently pending application for legislative imposition and/or any subsequent arbitral award affecting the time period governed by this agreement, will be paid for hours worked on the night shift (6:00 p.m. to 6:00 a.m.) only.

(5) Any employee working a twelve (12) hour shift who shall work in excess of his or her twelve (12) hour schedule shall be paid overtime at their applicable rate for all time worked in excess of her regularly schedule twelve hour shift.

(6) Employees working the twelve (12) hour shift shall work an eight (8) hour shift for their in-service and range training days. The employees working the twelve (12) hour shift who are assigned to the SWAT, URT and Aviation teams shall work an eight (8) hour shift during their monthly scheduled training sessions.

1 (7) The parties acknowledge the twelve (12) hour schedule requires the conversion of
2 leave credit accruals from day to hour increments. This is how the accrual balances are
3 currently reflected and accrued in the paychecks. If it becomes necessary, the parties
4 agree to negotiate the conversion rates and any issues relating to paid holidays,
5 vacations, sick leave, personal leave, bereavement leave, family illness and all other
6 forms of leave credits as expeditiously as possible and to append the negotiated
7 conversion schedule to this agreement. All leave taken pursuant to the contract shall be
8 charged based upon actual hours used.
9

10 (8) Holiday Pay (CBA Article XII § 4) will be paid to those employees whose shifts starts
11 on the designated holiday only.
12

13 (9) During the duration of this agreement, line-up [CBA Article XVII § 8(a) and Article XIII
14 § 3(b)] will be eliminated for all Patrol deputies working the twelve (12) hour shift.
15 Employees will be required to be ready for duty at the beginning of their shift.
16 Supervisors will have their line-up reduced to fifteen (15) minutes and will continue to
17 receive line-up when taking vacation [CBA Article XIII § 3(b)].
18

19 (10) For the duration of this trial period, the work period for the Fair Labor Standards Act
20 shall be considered to be twenty-eight (28) days.
21

22 (11) The parties acknowledge the complexities inherent in implementing the twelve (12)
23 hour shift and agree to use their best efforts to amicably resolve any issues that may
24 arise as a result of the implementation of the new schedule.
25

26 (12) The parties agree that all of the terms and provisions of the existing collective
27 bargaining agreement not modified by this agreement shall remain in full force and
28 effect, and that this agreement shall become a part of any agreement or imposed set of
29 working conditions that may cover or affect the time periods set forth herein subject to
30 the provisions provided in paragraphs (b) and 1 herein.
31

32 (13) Nothing contained herein is meant to affect CBA Article XXVII.
33

34 **SECTION 2. WORK WEEK**

35
36 The normal work week shall consist of five (5) eight (8) hour days with two (2)
37 consecutive days off, except as otherwise provided in this Agreement.
38

39 **SECTION 3. SHIFT CHANGE**

40
41 (a) No employee shall have a shift schedule or day off schedule changed for the
42 purpose of avoiding a payment of overtime.
43

44 (b) No employee assigned to a platoon shall have a shift schedule or day off

1 schedule changed for the purpose of avoiding a payment of holiday pay.

- 2
3 (c) Where the Employer feels that circumstances necessitate a shift change then
4 notice of such a change shall be given to the employee no less than seventy-two
5 (72) hours in advance of the start of the shift such changed work schedule is to
6 commence.
7

8 **SECTION 4. WORK SCHEDULES SHOWING EMPLOYEE SHIFTS**

9

10 Work shifts, days and hours shall be posted on all appropriate bulletin boards at all
11 times and shall be posted on the preceding Thursday of each work week. In the event such
12 schedule is not posted by Thursday, the Sheriff or his designee shall be responsible for
13 notifying any employee whose schedule is changed from the regular schedule for the coming
14 week.
15

16 **SECTION 5. LUNCH PERIODS AND MEALS**

17

18 All employees covered by this Agreement shall have a paid lunch period of at least one-
19 half (1/2) hour. It is agreed that lunch periods must be taken within the scope of the
20 employee's duties and any employee may be required to stay on his post.
21

22 **ARTICLE X**

23 **REPORTING TIME**

24
25

26 **SECTION 1. COURT TIME**

27

28 (a) Any employee who, in connection with his duties is required to appear in any court or
29 before any regulatory or administrative agency at any other time than his regularly scheduled
30 work period shall receive a minimum of two (2) hours pay at time and one-half (1 & 1/2) for the
31 first court appearance and a second appearance and subsequent appearance are at actual
32 time spent at straight time.
33

34 (b) No employee shall be eligible for court appearance pay for any appearance that is
35 made while on vacation time, comp time or personal leave time unless said time off has been
36 approved prior to receiving the court appearance notification. Further, no employee may
37 appear in court while on sick leave unless prior approval has been obtained from the court
38 liaison officer or the employee's respective Division Head or his designee.
39

40 **SECTION 2. EMPLOYEES TRAVEL EXPENSE**

41

42 The Employer agrees to reimburse all employees while in travel status in the
43 performance of their official duties for hotel lodging, meals, and incidental expenses related
44 hereto in line with the policy of the Employer as reflected in the attached Schedule "C."

1
2 **SECTION 3. OVERTIME**
3

4 (a) Employees requested to work approved overtime will receive time and one-half such
5 employee's straight time hourly rate for all hours worked in excess of eight (8) hours in any
6 work day or in excess of forty (40) hours in any work week. Excluded from computations of
7 eight hour per day and forty hours per week to be worked for the purposes of the overtime
8 premium of one-half (1/2) are all sick leave.
9

10 (b) All overtime worked shall be paid promptly and no later than the next payroll check,
11 except that employees wishing to receive compensatory time off in lieu of overtime shall be
12 allowed to accrue and maintain a compensatory time bank, calculated at one (1) and one-half
13 (1/2) times their regular rate of pay for each hour of overtime worked up to a maximum of one
14 hundred twenty (120) hours. This compensatory time benefit is to be in lieu of all other
15 compensatory time benefits.
16

17 (c) Employees required to seek medical treatment as a result of an injury while on the
18 job will be paid up to a maximum of four (4) hours if said medical treatment goes beyond the
19 completion of their tour of duty.
20

21 (d) In-Service Training:
22

- 23 1. Sheriff's Deputies who are assigned to a Patrol Platoon shall attend
24 mandatory In-Service Phase One Training on a scheduled RDO to be
25 determined by the Sheriff; and
- 26 2. Sheriff's Deputies who attend such training shall receive twelve (12) hours
27 of compensatory time; and
- 28 3. Scheduled training, however, is subject to change by the Sheriff upon
29 seventy-two (72) hours notice to the PBA; and
- 30 4. Should a Sheriff's Deputy have attained the compensatory time bank
31 maximum of one hundred and twenty (120) hours said Deputy shall be
32 compensated for said hours of training and shall not be permitted to add
33 the hours spent in said training to their compensatory time bank; and
- 34 5. The PBA agrees that it will not grieve the issue of PBA members who
35 receive pay for the training rather than compensatory time because said
36 Deputy have attained the compensatory time bank maximum of one
37 hundred and twenty (120); and
38

39 **SECTION 4. DISTRIBUTION OF OVERTIME**
40

41 So far as it is practicable, without reducing efficiency of work performance or the need of
42 the Employer, opportunities to perform overtime work shall be distributed as equally as
43 possible among the employees working that present shift in the needed job classifications,
44 provided the employees are qualified to perform the overtime work required. The method and

1 requirements for distributing overtime shall be as follows:

2
3 (a) Work in progress shall be completed by the employee performing the work at
4 the time the determination was made that overtime was necessary, regardless of such
5 employee's seniority or amount of previous overtime. It is understood that such overtime is
6 mandatory and may not be refused,

7
8 (b) Overtime work shall be offered to employees working the present shift on the
9 basis of seniority and shall be equitably distributed among employees who normally perform
10 such work, Each employee shall be selected in turn according to his place on the seniority list
11 for that shift by rotation, provided, however, that the employee whose turn it is to work
12 possesses the qualifications and ability to perform the work required as determined by the
13 Sheriff.

14
15 (c) An employee requesting to be skipped when it becomes his turn to work
16 overtime shall not be rescheduled for overtime work until his name is reached again in orderly
17 sequence and an appropriate notation shall be made on the overtime roster.

18
19 (d) In the event no employee wishes to perform the required overtime work, the
20 Employer shall rotate the assignment of such required work by the use of inverse departmental
21 seniority to assign the necessary employees to perform the work in question.

22
23 (e) In an emergency determined by the Sheriff in his sole discretion, such
24 overtime may not be refused.

25
26 (f) If an employee is skipped or denied an opportunity for overtime work in
27 violation of this Agreement, upon giving formal notice of same in writing and upon verification,
28 he shall be given preference to elect overtime regardless of seniority or amount of overtime
29 previously worked when it becomes available to his shift.

30
31 (g) Should any employee refuse overtime work when it may not be refused
32 (Section 4, (a) or (e)) he shall subject himself to disciplinary action.

33
34 (h) An overtime roster shall be available for inspection by employees and/or
35 union representatives, upon request, within a reasonable amount of time after the request is
36 received. Employees and union representatives shall keep such request to a reasonable
37 number. If the Union requests a copy of the overtime roster each month, a copy will be made
38 available for posting by the union, if they so desire.

39
40 **SECTION 5. PROBATIONARY PERIOD**

41
42 (a) Every new employee who is appointed to fill a permanent position shall be subject to
43 a probationary period of not more than fifty-two (52) weeks, excluding training period and any
44 authorized or unauthorized leaves in excess of an aggregate of ten (10) work days during the

1 probationary period. Upon completion of the probationary period the appointee will be granted
2 all of the rights and privileges of permanent status employees. New employees who
3 successfully complete their probationary period shall be entered on the seniority list retroactive
4 to their initial date of hire.

5 (b) The Union shall represent all probationary employees for the purpose of collective
6 bargaining in respect to wages/salaries, hours and other conditions as set forth under Article 1
7 of this Agreement, except in proceedings for discipline and discharge.
8

9 **SECTION 6. SENIORITY**

10
11 (a) Effective January 1, 2001, seniority, whenever used in this Agreement, shall be
12 defined as an employee's length of continuous service as a full time employee within the
13 bargaining unit. New employees who become members of the Sheriff's Office shall have their
14 seniority for purposes of retention, amount of vacation and sick leave credit accruals and
15 assignment of salary steps determined pursuant to Article 70 and Article 80 of the Civil Service
16 Law or any other applicable statute. For purposes of vacation selection, shift and job
17 assignment bids and BRDO selection seniority shall begin with the first date of service in the
18 bargaining unit to the extent permitted by law.
19

20 (b) When multiple employees are hired on the same day, seniority ranking shall first be
21 determined by test scores, if the test scores are the same, the tie breaker shall be social
22 security numbers using the last two (2) digits of the social security number, with the most
23 senior being the individual with the lowest numerical value (i.e. 01 more seniority than 99).
24

25 (c) Every six (6) months the Employer agrees to furnish the Union an up-to-date
26 seniority list showing the continuous service of each permanent employee within the Sheriff's
27 Office. The seniority lists will show the names, job classifications, and date of hire of all
28 employees entitled to seniority.
29

30 (d) It is agreed and understood that where applicable, Civil Service Law will supersede
31 the seniority defined above in all competitive class positions.
32

33 **SECTION 7. BREAKS IN CONTINUOUS SERVICE**

34
35 For the purpose of seniority an employee's continuous service record shall be broken by
36 voluntary resignation, discharge for just cause and retirement. If an employee returns to work
37 in the same job title within one year, the break in continuous service shall be removed from his
38 record.
39

40 **SECTION 8. CALL IN PAY**

41
42 An employee called in to work hours other than his or her regularly scheduled shift shall
43 be compensated at a minimum for two (2) hours at time and one-half (1 & 1/2) the regular
44 hourly rate. This minimum shall not apply to hours immediately preceding or following the

1 employee's normal work schedule.

2 3 **ARTICLE XI**

4 5 **WORK FORCE CHANGES**

6 7 **SECTION 1. PROMOTIONS - COMPETITIVE CLASS**

8
9 (a) The Employer shall promote to competitive class positions pursuant to New York
10 Civil Service Law, as amended from time to time.

11
12 (b) Supervisory Promotions —Effective 1/1/91 Employees who are promoted to the
13 following titles only shall be promoted from the step they are in at the time of promotion to the
14 same step in their new salary grade.

15
16 (1) Captain

17 (2) Lieutenant

18 (3) Sergeant (Including Technical Sergeants)

19 (4) Senior Detective

20 (5) Detective Deputy

21
22 Effective 1/1/91, employees who are serving in one of the above titles shall, for their 1991
23 increment only, be elevated two (2) steps at the time the increment is due. The employee shall
24 move two (2) steps even if it results in moving into the longevity steps and such movement
25 shall be made without serving the waiting period called for in Article XVII, Section 6.

26
27 The ECSO and the County agree that they will provide written notification to the ECS PBA of
28 the placement and/or change of a title in any existing salary grade.

29 30 **SECTION 2. TEMPORARY ASSIGNMENTS**

31
32 An employee temporarily assigned to a higher level encumbered position during a
33 continuance of a temporary emergency not in excess of fifteen (15) consecutive days of actual
34 work by such employee in the higher level position shall not be eligible for a salary increase.
35 This includes assignments for vacation substitutes and for training purposes. An employee
36 assigned to a higher level encumbered position for 15 or more consecutive days of actual work
37 shall be paid for a salary increase while assigned to that position retroactive to day one, but
38 only after reaching the 15 or more day threshold per occurrence. The higher rate shall not apply
39 for days not worked (ie., sick days off). The employee will be paid at the new rate until his
40 return to his prior assignment. However, if the assignment is to an encumbered position from
41 which the incumbent is on authorized leave without pay, such employee will be eligible for the
42 new rate immediately upon actually assuming the assigned position.

1 **SECTION 3. DEMOTION**

2
3 (a) An employee who is relegated back to his previous job from a higher classification to
4 which he was provisionally appointed because of his inability to prove to the Employer that he
5 was able to fulfill the standards of the job, or pass a Civil Service examination required for
6 permanent appointment to that job, or who voluntarily relinquishes such job, shall not be
7 considered as demoted.

8
9 (b) An employee who is relegated back to his previous job from a detail assignment
10 shall not be considered as demoted.

11
12 **SECTION 4. LAY-OFF**

13
14 (a) In the event the Employer plans to lay off employees for any reason, the Employer
15 shall make a good faith effort to meet with the Union to review such anticipated lay off at least
16 thirty (30) days prior to the date such action is to be taken.

17
18 (b) The Employer shall forward a list of those employees being laid off to the Union on
19 the same date that the notices are issued to the employees.

20
21 (c) The Employer will give twenty-one (21) calendar day's notice of layoff. This applies
22 to employees who are initially laid-off because their position has been abolished and not to any
23 employees who are retrenched as the result of any bumping procedures under this Agreement,
24 or for competitive class employees, the New York Civil Service Law.

25
26 **SECTION 5. LAY-OFF PROCEDURE**

27
28 (a) The retrenchment and recall of all competitive class employees in the bargaining unit
29 shall be pursuant to Sections 80 and 81 of the New York Civil Service Law as amended from
30 time to time.

31
32 (b) Total departmental seniority will govern with respect to lay-offs and recall in any job
33 classification.

34
35 (c) The Employer will be liable for any error on a separation or lay off from the date of
36 the error. If, however, the employee discovers the error and fails to file a grievance, the
37 Employer will be liable only from the date a grievance is filed.

38
39 **SECTION 6. RECALL**

40
41 (a) Notice of recall shall be sent to the employee at his last known address by certified
42 mail. If any employee fails to report for work within fifteen (15) days from the date of mailing of
43 notice of recall he shall be considered a quit. Recall rights for an employee shall expire after a
44 period equal to his seniority, but in no case more than three (3) years from the date of layoff.

1 Written notice of expiration of recall rights shall be sent to the employee at his last known
2 address by certified mail.

3
4 (b) No new employee shall be hired into a particular classification until all employees on
5 lay off status in that classification desiring to return to work have been recalled.

6 7 **SECTION 7. CONSOLIDATION OR ELIMINATION OF JOBS**

8
9 The Employer will give twenty-one (21) days notice of any consolidation or elimination of
10 jobs to the Union and provide the Union an opportunity to discuss the placing of the affected
11 employees within the Sheriff's Office.

12 13 **SECTION 8. INVOLUNTARY REASSIGNMENT**

14
15 When a deputy is reassigned involuntarily to another shift, sub-station or detail, he or
16 she may request in writing from the Sheriff the reason for such reassignment. Both the request
17 and the written response shall become part of the deputy's personnel file. It is understood that
18 the term "for the good of the service" without additional clarification shall not constitute a valid
19 response and such reassignments shall not be utilized for disciplinary reasons. Such
20 reassignment of shift only shall be in inverse order of seniority.

21
22 When a deputy is reassigned involuntarily he or she shall receive the necessary training
23 and equipment to properly perform the duties associated with the new position.

24 25 **SECTION 9. SHIFT PREFERENCE**

26
27 (a) Whenever a permanent shift vacancy occurs or is created, if the Employer
28 determines to fill the vacancy and maintain such job assignment on the shift, an announcement
29 of the vacancy shall be posted on all official Bulletin Boards for a period of ten (10) calendar
30 days. During said ten (10) calendar day period employees may bid to the posted shift vacancy.
31 If two (2) or more eligible employees bid for the position the employee with the greatest length
32 of seniority shall be given preference.

33
34 (b) It is understood the vacancy to be bid upon shall be that vacancy which results after
35 employees who are working on the shift in which the vacancy occurs or is created select their
36 RDO's (regular days off) according to departmental seniority and the remaining unselected
37 RDO's shall be in the vacancy to be posted and bid pursuant to Article XI, Section 10(a).

38
39 (c) No employee may utilize this process again for at least one (1) year from the date of
40 assignment change. Employees must also have eighteen (18) months of continuous service
41 with the Sheriff's Office to be eligible for assignment requests.

1 **SECTION 10. FLEET SUPERVISOR**

2
3 In regard to the Improper Practice Charge U-31044 (Fleet Supervisor) the County and
4 Sheriff agree to assign the responsibilities of the Fleet Supervisor to a PBA member no later
5 than June 15, 2012.
6

7 **SECTION 11. DISTRICT ASSIGNMENT**

8
9 (a) The areas of the County for which the Sheriff's Office provides services are currently
10 divided into five (5) districts, such Districts being: (1) Grand Island, (2) Clarence, Akron,
11 Newstead, Alden, (3) Elma, Marilla, Wales, (4/7) Boston, Colden, Concord, Sardinia,
12 Springville; (5/6) North Collins, Brant, Collins, Reservation/Seneca Nation (SNI).
13

14 (b) The parties, by mutual agreement, wish to amend the Memorandum of Agreement
15 duly executed in September 2010 for PBA members assigned to Road Patrol to bid on
16 assignments by District and Platoon (A, B, C, D), according to seniority, to the following
17 assignments:

- 18 • Rath Patrol;
 - 19 • Transport, including Day and Afternoon Watch;
 - 20 • (1) Grand Island;
 - 21 • (2) Clarence, Akron, Newstead, Alden (Town and Village);
 - 22 • (3) Elma, Marilla, Wales;
 - 23 • (4/7) Boston, Colden, Concord, Sardinia, Springville;
 - 24 • (5/6) North Collins, Brant (6) Collins, Reservation/SNI.
- 25

26 (c) The parties agree as follows:

- 27
- 28 1. Once a year, each Sheriff's Deputy assigned to patrol work in a District
29 (including the Rath Patrol, Transport and District assignments) shall have the
30 right to choose his/her District and Platoon assignment based upon seniority, as
31 is defined in Article X, section 6 of the CBA.
32
 - 33 2. Before December 1, the Sheriff will distribute bid forms for District and Platoon
34 assignments to all Sheriff's Deputies who are assigned to the Road Patrol
35 (including the Rath Patrol, Transport and District assignments). The bid form will
36 allow each Sheriff's Deputy assigned to the Road Patrol to indicate his or her
37 priority of selection on a form agreed upon by the Parties for his/her preferred
38 District and Platoon selections.
39
 - 40 3. The bid form shall be completed by the Sheriff's Deputies and returned to the
41 Sheriff or his designee on or before December 15.
42
 - 43 4. The Sheriff's Office shall inform the Sheriff's Deputies and the ECS PBA of the
44 date the bidding will take place and the start time for the bid procedure. The

1 bidding procedure date will take place no later than January 1. The bid
2 procedure shall be jointly administered and supervised by the Sheriff or his
3 designee and a representative of the ECS PBA.
4

- 5 5. Choice of District and Platoon assignment (including the Rath Patrol, Transport
6 and District assignments) will be offered to Sheriff's Deputies on the basis of
7 departmental seniority, as is defined under Article X, section 6 of the CBA.
8
- 9 6. The Sheriff or his designee shall establish the District and Platoon assignments
10 for the upcoming year, on the basis of department seniority and consistent with
11 the bidding procedure set forth in ¶4 above and will immediately post these new
12 District assignments on each PBA bulletin board.
13
- 14 7. New District and Platoon assignments will take effect no later than the day shift in
15 the first full pay period in January and shall expire on implementation of the
16 following bid.
17
- 18 8. The Sheriff reserves the right to deny a Deputy's request for assignment to a
19 particular District, so long as the Sheriff provides prior written notification to that
20 employee of good and sufficient reason for such denial. It is understood that "for
21 the good of the service" shall not constitute a valid reason and the Sheriff shall
22 not deny District assignments for disciplinary reasons.
23
 - 24 a. The ECS PBA clearly understands that the Sheriff reserves the right to
25 deny a Deputy's request for assignment to a particular district based on a
26 poor time/attendance or lack of productivity or sustained professional
27 standards complaints or disciplinary history or other sufficient reasons that
28 will undermine the effectiveness of the office, the Sheriff and or his
29 designee will issue and serve a written warning before denying a Deputy's
30 request for his /her substation assignment.
31
- 32 9. The Sheriff reserves the right to determine and change the number of Deputies
33 assigned to any District. The Sheriff also reserves the right to temporarily change
34 a Deputy's District based upon the following: vacations, sick calls, and temporary
35 emergency strains on staffing needs. It is clearly understood that the temporary
36 changes mentioned in this section are not covered by seniority and will be made
37 at discretion of the Chief of Police Services, Captain, on-duty watch commander
38 or approved designee.
39
- 40 10. In the event that a dispute arises over the meaning, application, or interpretation
41 of the terms of this Section, the parties agree to utilize the Grievance Procedure
42 set forth in Article XXI of the CBA to resolve such dispute. However, a temporary
43 change of District because of issues outlined in Paragraph 8 or a permanent

change in the number of staff assigned to a District shall not be subject to the Grievance Procedure.

- a. The deputy who has their District assignment changed shall be entitled to reimbursement shall not exceed \$5,000.00 for including, but not limited to the following: additional travel expenses and mileage, lost overtime, lost court time and such other remuneration/reimbursements as the Arbitrator deems appropriate. The Sheriff will agree to expedite an arbitration protesting said change and avoid any unnecessary delays to settle disputes. The Sheriff agrees to waive the requirement for the ECS PBA to follow Steps 1 and 2 of the grievance procedure should it bring a grievance relative to said change. In no way is this to add or detract from rights as outlined in Article XI, section 8.
- b. If an arbitrator rules in favor of the ECS PBA the Sheriff will move the deputy back to his/her substation bid within 72 hours of receiving the decision.

11. The positions eligible for bid include: Rath Patrol (both day shifts), Transport - including Day and Afternoon Watch, and Road Patrol Platoons: A, B, C, D. These positions to include district assignment with the number of available positions in each district made known by the Sheriff's Office. District assignment to be used as follows: 1) Grand Island, 2) Clarence, Newstead, Alden (Town and Village), 3) Elma, Marilla, Wales, 4/7) Colden, Boston, Holland, Sardinia, Concord, Springfield, 5/6) North Collins, Collins, Brant, SNI.

12. The ECS PBA and the Sheriff each reserve the right to cancel this section of the CBA with 30 calendar day written notice to other.

13. The term of this Section of the CBA shall be from January 1 each year through and including December 31 of each year.

ARTICLE XII

HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
Good Friday
Presidents' Day
Memorial Day

1 Independence Day
2 Labor Day
3 Veteran's Day
4 Thanksgiving Day
5 Christmas Day
6

7 **SECTION 2. HOLIDAYS FALLING ON WEEKENDS**

8

9 For non-12 hour shift employees, whenever any of the holidays listed above fall on
10 Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays
11 listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.
12

13 **SECTION 3. HOLIDAYS TWENTY-FOUR HOUR COVERAGE**

14

15 In each Division where twenty-four (24) hour coverage is necessary, the Holidays of
16 New Year's Day, Independence Day and Christmas Day for the purposes of Holiday Pay shall
17 be paid on the actual calendar date rather than the date celebrated.
18

19 **SECTION 4. HOLIDAY PAY**

20

21 An employee who works on a holiday (those listed in Article XII, Section 1 or in
22 conjunction with Article XII Sections 2 and 3) shall be paid at the rate of time and one-half his
23 regular rate for all hours worked or receive compensatory time at the same rate.
24

25 **SECTION 5. SCHEDULED WORK**

26

27 An employee must have worked his last scheduled work day prior to the Holiday and the
28 first scheduled work day after the Holiday to receive compensation for the Holiday, unless
29 excused by the Sheriff. It is understood that the Sheriff has sole discretion in determining
30 whether or not such absence is excusable, whatever the nature of the absence.
31

32 **ARTICLE XIII**

33

34 **VACATIONS**

35

36 **SECTION 1. VACATION CREDITS.**

37

38 (a) Vacation credits will accrue and be available for use on a bi-weekly pay period basis
39 for full-time employees after the first pay period of employment providing they are on a
40 compensable pay status for forty (40) or more hours (five (5) or more working days) each pay
41 period.
42

43 (b) An employee may be granted one (1) day's vacation or a partial day's vacation, work
44 requirements permitting, if approved by the appropriate Division Head. It being further

understood that any such changes would not affect other employees whose vacation schedules have been previously approved. Notwithstanding the foregoing in an emergency situation, all vacations are subject to change or cancellation by the Sheriff.

SECTION 2. LENGTH OF SERVICE CREDITS

Credits for length of service shall be granted to each employee on January 1 of each year in accordance with the following schedule:

Length of Service	Rate Per Pay Period	Rate Per Year
From date of employment through completion of two years	3.08 hours	80.08 hours
From 2nd year anniversary through completion of nine years	4.62 hours	120.12 hours
From 9th year anniversary through completion of sixteen years	6.16 hours	160.16 hours
From 16th year anniversary through completion of twenty-five years	7.70 hours	200.20 hours
From 25 year anniversary through all successive years of service	9.23 hours	239.98 hours

At the end of the calendar year, unused Vacation, up to 48 hours, may be sold back to the County and Sheriff's Office.

SECTION 3. PAYMENT OF VACATION CREDITS

(a) Employees will become eligible for payment of earned vacation credits after their first anniversary date of employment. Thereafter, an employee may be granted his yearly vacation credits as set forth in Section 2 above at any time during the calendar year in which his successive anniversary dates fall. Thus, such an employee may be permitted to utilize his yearly vacation credits prior to the date (i.e., anniversary date) he has fully earned them. However, it is understood that at the time such employee separates from County service for any reason whatsoever, he shall immediately reimburse the County for any vacation credits paid which have not been earned as of the date of separation.

(b) Vacation pay shall be the regular straight time rate of pay in effect for the employee's regular position at the time he takes his vacation. The vacation pay shall also

1 include shift differential, if applicable, and line-up time at the appropriate time and one-half
2 rate.

3
4 (c) An employee will be granted his vacation credits in units of no less than one (1)
5 week unless a lesser period of time is mutually agreed to by the Sheriff or appropriate Division
6 Head and the employee.

7
8 (d) If a holiday occurs during an employee's vacation, the holiday shall not be charged
9 against vacation credits. An employee on paid sick leave, jury duty, time on paid vacation or
10 full pay status will be considered as time worked in determining vacation credits.

11
12 (e) An employee who is on layoff or is terminated for just cause will be paid for the
13 vacation credits accumulated by him during the employee's current calendar year and all other
14 vacation credits in the employee's bank, if any.

15
16 (f) A leave of absence without pay or a resignation followed by reinstatement to the
17 same job title in the County Service within one (1) year shall not constitute an interruption of
18 services for the purpose of this provision, provided, however, that the period of leave without
19 pay between resignation and reinstatement, shall not be counted in determining vacation
20 credits per year or rate per month.

21
22 (g) An employee who resigns, retires, or is laid off prior to taking his vacation, shall be
23 compensated for the accumulated vacation credits. The employee's estate will receive
24 compensation for an employee's unused vacation in case of the death of an employee.

25 26 **SECTION 4. VACATION BANK**

27
28 An employee who fails to utilize vacation credits in the year he is eligible to take them,
29 shall be permitted to accumulate up to a maximum of twenty (20) vacation days in a vacation
30 bank.

31 32 **SECTION 5. VACATION PERIOD**

33
34 An employee with the greatest seniority by shift shall be given their choice of vacation
35 periods, subject to the following paragraph:

36
37 It is understood that the Sheriff may limit to two (2) weeks the length of vacation any employee
38 takes at one time; that he may limit the number of employees on vacation at any one time, that
39 he may designate certain dates as periods during which no vacations may be scheduled and
40 that he may alter or change vacation assignments if an emergency arises.

41 42 **SECTION 6. VACATION SCHEDULES**

43
44 Vacation schedules shall be posted in each division during the first week of January of

1 each year. Employees are required to make their selections no later than March 1st for the year
2 in question by notification to the Division Head on appropriate forms. Employees will receive
3 notification relative to their vacation request no later than April 1st. Employees may cancel their
4 vacations only with the approval of the Division Heads and if approval is given the vacation
5 period will be posted for possible use by other employees on the same shift.
6

7 **SECTION 7. TRANSFER OF VACATION CREDITS**

8

9 If an employee is promoted or transferred to another County department, vacation
10 credits will be transferred.
11

12 **ARTICLE XIV**

13 **PAID LEAVES**

14

15 **SECTION 1. BEREAVEMENT PAY**

16

17
18 An employee who has a death in the immediate family (parent, spouse, brother, sister,
19 children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, son-in-law,
20 daughter-in-law, foster child, step child, stepparent or other relative who is an actual member
21 of the employee's household) shall be given time off without loss of pay up to a maximum of
22 five (5) consecutive calendar days from and including the date of death. However, if the death
23 occurs after the employee reports to work, that day will not be counted as one of the five (5)
24 consecutive calendar days and upon giving appropriate notice, such employee will be allowed
25 to leave for the remainder of the shift without loss of pay.
26

27 **SECTION 2. PERSONAL LEAVE**

28

29 (a) Full time employees including temporary and provisional personnel will become
30 eligible for, and receive, 32 hours personal leave after one year of continuous service and also
31 become eligible and receive the same allowance for each succeeding year of employment
32 providing they are on a compensable salary and wage basis for at least six months of
33 continuous service in the preceding anniversary year and otherwise meet all eligibility
34 requirements.
35

36 (b) Personal leave is not cumulative from year to year. Unused personal leave credit
37 shall be added to an employee's accumulated sick leave bank at the end of the employee's
38 anniversary year. This addition does not extend the permissible accumulation of sick leave
39 beyond the maximum of 1800 hours.
40

41 (c) In order for the Sheriff or his designee to arrange for adequate work coverage,
42 applications for personal leave must be filed by an employee on a prescribed form with the
43 Sheriff or his designee at least five (5) working days in advance. In case of emergency, the five
44 or three days of advance notice may be waived by the Sheriff or Undersheriff, or their

1 designee, within their sole discretion. It is understood by and between the parties that the
2 granting of any Personal Leave is dependent upon the manning requirements of the Sheriff's
3 Office. All requests must receive the approval of the Sheriff or his designee and shall not be
4 granted in less than one-half day units.

5 (d) In cases of reinstatement into the same position within one year or transfers to
6 another position within the bargaining unit, unused personal leave/credits shall be restored or
7 transferred.
8

9 **SECTION 3. JURY DUTY**

10

11 (a) On proof of the necessity of jury service or attending Court for other than personal
12 matters and upon written proof of such service or attendance in court, employees shall be
13 excused, with pay, from regularly scheduled work as regulated by (b) of this Section.
14

15 (b) Employees shall be excused with pay from any regularly scheduled work hours
16 which fall during actual jury duty service or court attendance. Employees shall also be excused
17 with pay from any regularly scheduled work which falls during the eight (8) hours immediately
18 preceding and/or immediately following actual time service on jury duty.
19

20 (c) Employees required to serve jury duty shall have their schedules changed to
21 Monday through Friday during the time of such jury duty, and, at the conclusion of such jury
22 duty the shift in schedule and assignment shall revert to what it was prior to jury duty.
23

24 **SECTION 4. CIVIL SERVICE EXAMINATIONS**

25

26 When an employee is scheduled to work, he shall be allowed a day off, regardless of
27 shift, with pay to take open competitive and promotional examinations, but only such
28 examinations which would result in employment by the County of Erie. Such examinations are
29 limited to those which are of equal or higher pay grade. The employee shall submit a request
30 for such leave two (2) weeks before the scheduled examination and submit proof that he took
31 said examination.
32

33 **ARTICLE XV**

34

35 **SICK LEAVE**

36

37 **SECTION 1. SICK LEAVE ALLOWANCE**

38

39 (a) All full time permanent employees in the bargaining unit shall earn sick leave
40 immediately upon entering the service of the Employer at the rate of 4.62 hours per pay
41 period..
42

43 (b) Temporary employees and provisional employees without permanent status will not
44 be entitled to sick leave until the completion of six (6) months of continuous service.

1
2 (c) Effective upon ratification, employees will be allowed to accumulate eighteen
3 hundred (1,800) hours of sick leave.
4

5 **SECTION 2. REASON FOR GRANTING SICK LEAVE**

6

7 Sick leave with pay shall be granted by a Division Head to an employee when
8 incapacitated or unable to perform the duties of his position by reason of:
9

10 (a) Sickness or injury that is non-service connected.
11

12 (b) Serious illness in the employee's immediate family, requiring care and attendance of
13 employee. Immediate family shall include parent, spouse, brother, sister, children or
14 grandparents; or other relative who is an actual member of the employee's household.
15 For absences of two (2) consecutive work days or more a certificate or affidavit issued
16 by the attending physician certifying to the necessity for the attendance of the employee
17 shall be filed with the Commissioner of Personnel or his designee and sick leave for this
18 purpose shall be granted only with his approval.
19

20 (c) Quarantine regulations.
21

22 (d) Emergency medical or dental visits.
23

24 **SECTION 3. SICK LEAVE CREDITS**

25

26 A credit for sick leave under this provision shall be allowed at the ceiling rate of 4.62
27 hours per pay period for each month of service as above indicated. Sick leave which is not
28 used shall accumulate. No credit for sick leave under this provision shall be allowed unless the
29 employee shall have been on full pay status at least fifty percent (50%) of the working days of
30 the calendar month.
31

32 **SECTION 4. EXTENDED SICK LEAVE**

33

34 (a) An employee who has completed the years of service indicated below may receive
35 such additional sick leave with pay as may be recommended by the Sheriff and approved by
36 the Commissioner of Personnel, but no such additional sick leave shall be approved by the
37 Personnel Commissioner in excess of:
38

39 Fifteen (15) years of continuous departmental seniority - Five (5) months, effective after
40 ratification of this agreement.
41

42 (b) Employees shall be eligible only once for the additional periods of sick leave granted
43 in accordance with the provision. A leave of absence without pay or a resignation followed by
44 reinstatement within one year shall not constitute an interruption of continuous service.

1
2 **SECTION 5. REPORTING TIME**
3

4 (a) In case of absence, the time for reporting absence shall be at least one (1) hour
5 before the start of an employee's assigned shift. In case of failure to report within the stated
6 time limits, unless for reasons satisfactory to the Division Head, the absence shall not be
7 deductible from sick leave and shall be considered as time off without pay.
8

9 (b) A certificate or affidavit, showing incapacity and inability of the employee to perform
10 his duties issued by the attending Physician, shall be filed with the Commissioner of Personnel
11 in case of absence of more than four (4) consecutive work days. The Commissioner of
12 Personnel and/or the Sheriff or his designee may check further on any illness regardless of
13 certificate or affidavit. If an employee fails to submit proof of illness when required to do so, the
14 absence shall not be deductible from sick leave and shall be considered as time off without
15 pay. If the proof submitted is found to be fraudulent and/or false by the Commissioner of
16 Personnel and does not justify the employee's absence, such absence shall not be deducted
17 from sick leave and shall be considered time off without pay. The Union agrees to cooperate in
18 the reduction of any and all abuses of sick leave.
19

20 (c) Employees required to seek medical treatment as a result of an injury while on the
21 job shall be paid up to a maximum of four (4) hours if said medical treatment goes beyond their
22 tour of duty.
23

24 **SECTION 6. SICK LEAVE RECORDS AND REPORTS**
25

26 Administrative Services shall maintain an accurate record of the attendance and sick
27 leave status of each employee within the collective bargaining unit. A record of the sick leave
28 status of all Sheriff's Office employees shall be maintained in the office of the Comptroller.
29 Every leave of absence granted by a Division Head shall be promptly reported to the
30 comptroller. Every payroll before being certified shall bear suitable notations thereon of leaves
31 granted. Medical certificates supporting requests for sick leave shall accompany the original
32 copy of the payroll and shall be filed in the Personnel Office. At the close of each month the
33 Division Head or his designee shall give to any employee upon request a record of his
34 accumulated sick leave credits.
35

36 **SECTION 7. REINSTATEMENT OF SICK LEAVE**
37

38 When an employee is reinstated in the County service within one (1) year following
39 resignation, he shall receive credit for sick leave that had accumulated at the time of the
40 resignation.
41

42 **SECTION 8. MEDICAL OR DENTAL VISITS**
43

44 In the case of emergency or when circumstances require that visitations be made during

1 working hours, the Division Head shall grant time off for medical or dental visits. Such absence
2 to be deducted from accumulated sick leave in units of not less than one (1) hour.

3 4 **SECTION 9. FRAUDULENT CLAIMS**

5
6 Any employee found to have requested paid sick leave or has been paid sick leave as a
7 result of filing a fraudulent or false claim for such sick leave pay shall be subject to disciplinary
8 action.

9 10 **SECTION 10. SICK LEAVE BONUS**

11
12 Effective upon ratification, there will be a three hundred dollar (\$300.00) bonus for
13 anyone who reaches the maximum of eighteen hundred (1,800) hours of accumulated sick
14 leave. Thereafter, an additional bonus of two hundred dollars (\$200.00) will be paid in any
15 subsequent year in which the maximum amount of sick leave is maintained and 40 hours or
16 less sick days are utilized. The sick leave bonus will be payable in the first pay period in
17 November.

18 19 **ARTICLE XVI**

20 21 **LEAVE OF ABSENCE WITHOUT PAY**

22 23 **SECTION 1. ELIGIBILITY**

24
25 (a) Only permanent employees shall be eligible for leaves of absence without pay after
26 satisfactory completion of their probation period.

27
28 (b) Temporary and provisional employees without permanent status shall be entitled to
29 military and maternity leave only.

30 31 **SECTION 2. APPLICATION FOR LEAVE WITHOUT PAY**

32
33 Application for leave of absence without pay, for any of the reasons cited in this
34 provision shall be filed by the Employee, on the prescribed forms, with the Sheriff. Such
35 application shall state the reasons for the requested leave and the duration thereof. If approved
36 by the Sheriff, the application shall be submitted to the Commissioner of Personnel. It is
37 understood that if the leave is granted, such employee will be permitted to return to the same
38 class title within the same division.

39 40 **SECTION 3. MATERNITY LEAVE**

41
42 (a) Employees who are unable to perform the duties of their position because of
43 pregnancy may use sick leave for the period of disability certified by their personal physician.
44 In the event that sick leave is exhausted prior to the employee's ability to return to duty, a

1 request for leave of absence on the prescribed County form should be submitted to cover the
2 additional period of disability. In either case, the duration of disability indicated by period of
3 leave requested shall be substantiated by a statement completed by the employee's personal
4 Physician.

5
6 (b) Leaves for legal adoptions shall be covered under the Family Medical Leave Act.
7

8 **SECTION 4. SUBSTANTIATION OF REQUEST FOR SICK LEAVE OR LEAVE** 9 **WITHOUT PAY**

10
11 (a) A certificate is required from the employee's personal physician specifying:

12
13 (1) The date that the employee is no longer able to carry out all normal assigned
14 duties.

15
16 (2) The expected date of confinement, and
17

18 (3) The date the employees may return to duty shall accompany the request
19 whether it be for sick leave (prescribed County form) or for leave without pay
20 (prescribed County form). In those instances where the duration of certified
21 absence will utilize the employee's sick leave balance, and in addition, a period
22 of leave without pay, all prescribed County forms should be completed at the
23 same time, and the above Physician's certificate used to substantiate both
24 requests.
25

26 **SECTION 5. LEAVE BECAUSE OF EXTENDED ILLNESS**

27
28 When an employee has exhausted all of his sick leave credits, and is still incapacitated
29 and unable to perform the duties of his position, or if the attending Physician has
30 recommended a period of rest and convalescence, the Sheriff may grant leave of absence
31 without pay for a period not to exceed one year, subject to extension pursuant to County Civil
32 Service Rules.
33

34 **SECTION 6. EDUCATION LEAVE FOR VETERANS**

35
36 Education leave for veterans shall be granted pursuant to Section 246 of the Military
37 Law.
38

39 **SECTION 7. LEAVE FOR EDUCATIONAL PURPOSES**

40
41 On the approval of the Sheriff, permanent employees may be granted leave of
42 absence without pay for a period of one year for the purpose of acquiring additional education
43 and training that will increase the usefulness and efficiency of the employee in his position as
44 determined by the Sheriff in his sole discretion.

1 **SECTION 8. LEAVE OF ABSENCE TO SERVE IN ANOTHER POSITION IN THE COUNTY**
2 **SERVICE**

3
4 Leave of absence without pay may be granted by the Sheriff to a permanent employee
5 in competitive class to enable such employee to serve temporarily or provisionally in another
6 position in the classified class.

7 **SECTION 9. LEAVE OF ABSENCE TO ACCEPT EMPLOYMENT OUTSIDE THE COUNTY**
8 **SERVICE**

9
10 An employee may request leave of absence without pay to accept employment outside
11 the County service.

12
13 **SECTION 10. LEAVES FOR OTHER REASONS**

14
15 Leaves of absence without pay, for reasons other than those cited in this provision, may
16 be granted by the Sheriff only in unusual circumstances, which in his judgment justifies the
17 granting of such leave. If a request for such leave is approved by the Sheriff it will be submitted
18 to the Commissioner of Personnel.

19
20 **SECTION 11. MILITARY LEAVE OF ABSENCE**

21
22 (a) Any County employee who is required to render ordered military or naval duty, shall
23 be granted military leave of absence with no loss of time or pay not to exceed thirty (30)
24 calendar days pursuant to Military Law, Sections 242 and 243.

25
26 (b) Military Leave pursuant to Section 243 of the Military Law, shall be deemed actual
27 service.

28
29 (c) In no case shall an employee utilizing such leave be paid for a regular day off or
30 holiday.

31
32 **SECTION 12. POLITICAL LEAVE**

33
34 Any employee who is elected or appointed to an elective public office or who is
35 appointed to a non-elective public office not to exceed four years, may be granted leave or
36 leaves of absence without pay provided written application is made for such leave specifically
37 outlining the extent of leave requested and the public office elected or appointed to. Leaves of
38 absence to non-elective public office may be only granted for periods of one year, but may be
39 renewed. Employees will not accumulate seniority if elected or appointed to a non-County
40 position.

41
42 **SECTION 13. DENIAL OF LEAVE**

43
44 It is understood that the Sheriff or the Undersheriff has full discretion in granting or

1 denying leaves under this Article.

2 3 **ARTICLE XVII**

4 5 **WAGES AND CLASSIFICATIONS**

6 7 **SECTION 1. DEFINITIONS**

8
9 (a) "Position" means one of the positions included under one class title in the wage
10 range set forth in the appropriate schedules/table/appendixes of this Agreement.

11
12 (b) "Salary/Wage Range" means the range of compensation from the first step to the top
13 step as appearing in the wage range set forth in the appropriate schedules/tables/appendixes
14 of this Agreement.

15
16 (c) "Class" means a group of similar positions included under the same title in the wage
17 ranges set forth in the appropriate schedules/table/appendixes of this Agreement.

18
19 (d) "Job Group" means a group of classes of positions allocated to the same
20 salary/wage range in the wage ranges set forth in the appropriate schedules/tables/appendixes
21 of this Agreement.

22
23 (e) "Increment" means the annual increment for each job group in the classification.
24 Salary and Wage Schedule set forth in the appropriate schedules/tables/appendixes of this
25 Agreement.

26
27 (f) "Increment Step" means the point in the increment scale reached through
28 successive periods of actual service, as designated in the Plan of Class, titles and salary/wage
29 ranges set forth in the appropriate schedules/tables/appendixes of this Agreement.

30
31 (g) "Actual Service" means active service in the position, after deduction of any periods
32 of leave without pay. Military leave pursuant to Section 243 of the Military Law shall be deemed
33 actual service.

34
35 (h) "Work Day" means the normal number of regular consecutive hours an employee is
36 scheduled for work within the confines of the provisions of this Agreement.

37 38 **SECTION 2. WAGES**

39
40 (a) The Wages in effect during the term of this Agreement for all bargaining unit
41 employees are set forth in Schedule "D," which is attached hereto and made a part hereof as
42 Salary Schedule Appendix.

43
44 (b) Wage increases for the period of this contract are as follows:

- i. January 1, 2017, 3.5% increase;
- ii. January 1, 2018, 2.5% increase;
- iii. January 1, 2019, 2.5% increase;
- iv. January 1, 2020, 2.5% increase;
- v. January 1, 2021, 2.0% increase;

SECTION 3. TRAINEE RATE

New employees shall be hired at a Trainee rate which shall be 6% less than the Step One Salary for that position. Upon reaching the first eligibility date for an increment the employee shall be raised to the first step.

SECTION 4. PAY PERIOD

The salaries and wages of employees shall be paid on the same day every other week and if the payday is a holiday the preceding day shall be the payday.

SECTION 5. SHIFT DIFFERENTIAL

(a) Shift differential shall be as follows:

-One dollar (\$1.00): 4 p.m. to 12 a.m. shift and 12:00 a.m. to 8:00 a.m. shift

(b) During overtime situations the payment of shift differential shall be paid at the rate stipulated in (a) above.

SECTION 6. LONGEVITY PAYMENTS

(a) An employee with a total of nine (9) years of continuous service and five (5) years at the maximum of the job group (in grade) will receive one longevity increment, as is current practice.

(b) Upon the completion of another five (5) continuous years of service in the same position, the employee shall receive a second (2nd) longevity increment, as is current practice.

(c) Again, on the completion of another five (5) continuous years of service in the same position, the employee will receive a third (3rd) longevity increment.

(d) Effective upon ratification of this Agreement, on the completion of another five (5) continuous years of service in the same position, the employee will receive a fourth (4th) longevity increment.

(e) Effective upon ratification of this Agreement, on the completion of another five (5) continuous years of service in the same position, the employee will receive a fifth (5th) longevity increment.

1
2 (f) Effective upon ratification of this Agreement, the time referenced in paragraphs (b),
3 (c), (d) and (e) of this Section shall be reduced to three (3) years except that the first step shall
4 remain at five (5) years. Effective the pay period in which January 1, 2002 falls, an adjustment
5 will be made to reflect the above changes. Upon said adjustment only, those employees who
6 would be eligible for the fifth (5th) longevity increment because of seniority, but do not have
7 three (3) years in the fourth (4th) longevity, will be moved to the fifth (5th) longevity. Thereafter,
8 the current practice will continue in which all employees will be required to serve three (3)
9 consecutive years in the previous longevity before receiving the next longevity increment.

10
11 (g) No employee shall be eligible for more than one (1) longevity increment in the same
12 year.

13
14 (h) Longevity payments will be made to all eligible employees in line with current
15 practice of the County.

16
17 (i) (Formerly paragraph (d), Historical Only, January 1, 1975).

18 19 **SECTION 7. STADIUM DETAIL**

20
21 Deputies assigned to the Stadium Detail shall be compensated at one and one half (1 &
22 1/2) times their regular hourly rate for every hour actually worked on said Detail. It is
23 understood that in no event shall time spent on this detail be considered in any way as
24 overtime or be included as hours worked for the purpose of computing overtime eligibility.

25 26 **SECTION 8. LINE UP TIME**

27
28 (a) Employees in the following titles shall be entitled to lineup pay of 15 minutes per shift
29 to be paid at time and one-half:

30 Captain

31 Lieutenant (including Technical Lieutenant)

32 Sergeant (including Technical Sergeant)

33 34 **SECTION 9. BOMB SQUAD, SWAT, URT and AVIATION**

35
36 Deputies employed by the Sheriff and are assigned to the Bomb Squad, SWAT, URT
37 and AVIATION must meet special educational and training-requirements above those required
38 for regular Deputy Sheriffs. It is agreed these employees face certain risks not present in the
39 normal functions performed by regular Deputy Sheriffs. In recognition of the above, a yearly
40 payment of \$1,500 (Bomb Squad), \$1,000 (SWAT), \$1,000 (URT) and \$1,000 AVIATION shall
41 be paid to any Deputy so assigned and such bonus shall be paid on the first pay day in
42 December. Such Deputies must have been assigned to this special detail continuously since
43 January 1st of each calendar year. This special payment does not and shall not qualify this
44 position as a promotion position.

1
2 **SECTION 10. BONUS FOR FIELD TRAINING OFFICERS**
3

4 Effective upon the ratification of this Agreement, a bonus of fifteen percent (15%) shall
5 be given to the deputy actually providing on the job training to a new recruit or other employee
6 being trained. In order to be eligible for this bonus, the deputy must be designated as the
7 person assigned to this function.
8

9 **SECTION 11. K-9**
10

11 (a) The deputy or deputies that are assigned with handling dogs belonging to and/or
12 utilized by the Erie County Sheriffs Office shall be compensated as follows:
13

14 (1) The Deputy Handler shall be compensated at the rate of twenty dollars
15 (\$20.00) per day for seven (7) days per week.
16

17 (2) The Erie County Sheriffs Office shall continue to be responsible for the food
18 and medical care needed by the animal.
19

20 (b) The bargaining unit shall have exclusivity to the care, handling and control of drug
21 sniffing dogs except as limited herein.
22

23 (c) Teamsters Local 264, representing Deputies Sheriff-Officer shall have exclusivity to
24 the care, handling and control of drug sniffing dogs at the facilities manned by Deputies Sheriff-
25 Officer, which currently consist of the Erie County Holding Center, the Erie County Correctional
26 Facility, the ECMC lockup and the courts.
27

28 (d) The Sheriff maintains the right to make occasional, multiple dog, full facility drug
29 sweeps using non-unit members in accordance with current practice.
30

31 (e) The Sheriff maintains the right to send a Teamsters Local 264 represented Deputy
32 Sheriff-Officer to perform such drug detection duties exclusive to the bargaining unit if the
33 bargaining unit represented dog-handler or dog is temporarily unavailable or on the occasional
34 basis when multiple dogs are needed.
35

36 (f) The Sheriff maintains the right to send a member of the bargaining unit to perform
37 such drug detection duties exclusive to the Teamsters Local 264 if the Teamsters Local 264
38 represented dog-handler or dog is temporarily unavailable or on the occasional basis when
39 multiple dogs are needed.
40

41 (g) If the dog handled by either the member of the bargaining unit or the Teamsters
42 Local 264 shall no longer be serviceable, and the Sheriff determines the services performed by
43 such deputy and drug sniffing dog shall be continued, the Sheriff shall replace the same.
44

1 (h) When drug sniffing dogs are solicited by outside departments or agencies, or by
2 schools for sweeps or presentations, such work shall go first to a member of the bargaining
3 unit and then, if such officer or dog be temporarily unavailable, to the Teamster Local 264
4 represented officer.

5
6 (i) Should such solicitations from outside departments or agencies include both dogs,
7 both the member of the bargaining unit and Teamsters Local 264 Officer, with their respective
8 dogs, shall be permitted to perform such work.

9
10 (j) This provision does not limit the rights of the parties related to the reserves, as set
11 forth herein at Article XXIV, Section 15, interpreted by the Decision of Arbitrator Fred Denson,
12 December 14, 2000.

13 **SECTION 12. AVIATION CAPTAIN**

- 14
15
16 1. The ECSO and County shall seek legislative approval for the creation of the title
17 Captain – Aviation, Part Time.
- 18
19 2. Upon legislative approval of the title of Captain – Aviation, Part Time, the
20 individual holding said title may be utilized to pilot ECSO Air – 1 only upon the
first refusal of Litzinger and/or Litzinger's unavailability.
- 21
22 3. Upon legislative approval of the title Captain – Aviation, Part Time, said title shall
23 be included in the Schedule of Titles recognized as member of the PBA, including
the requirement for the title pay dues to the PBA on a pro rata basis.
- 24
25 4. The term of this Agreement shall be from February 1, 2014 through including
26 January 31, 2015 or until such time as Young is trained and FAA certified so as
27 to pilot ECSO Air -1, whichever is sooner. The term of this Agreement may be
extended upon the mutual agreement of the parties and duly executed in writing.
- 28
29 5. This Agreement shall apply only so long as Capt. Caffery is appointed to and
holds the position of Captain – Aviation, Part Time.
- 30
31 6. Either of the parties may terminate this Agreement by doing so in writing with
sixty (60) days notice thereof to either party.
- 32
33 7. This Agreement is made without precedent and/or prejudice to respective
positions of the parties and shall not be admissible in any forum.

34 This Agreement does not modify the Collective Bargaining Agreement.
35
36

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ARTICLE XVIII

ON - DUTY INJURY

SECTION 1. 207-c PROCEDURES

(a) Time Limits

Any deputy or the deputy's representative seeking to receive benefits pursuant to Section 207-c of the General Municipal Law must file a written request with the Sheriff or his designee within ten (10) working days after the event which it is claimed allow for these benefits or if at the same time a Workers Compensation claim is filed. The employer will provide a form on which this can be done.

(b) Documentation

All claims submitted must be accompanied by a written report outlining the facts of the situation giving rise to the claim. Also, medical documentation showing that the injury exists and that it is the result of the incident alleged must be included. The employee has the right to see his or her own physician.

(c) Response

The Sheriff or his designee shall have ten (10) working days to act on the written request. Action shall be one of the following:

- (1) The request is granted
- (2) The request is denied
- (3) The deputy is directed to be seen by a physician chosen by the employer at a time and place also chosen by the employer.
- (4) The deputy is directed to provide additional information and/or documentation within a set time period.

All parties understand the benefits of acting in an expeditious manner.

(d) Status While Request Pending:

During the period of time when a request for benefits pursuant to Section 207-c of the General Municipal Law is pending, a deputy shall be allowed to utilize any accumulated time to continue on the payroll. If the request is ultimately granted the time used shall be restored.

(e) Denials:

If a deputy's request is denied, he or she shall have the right to challenge the denial before a hearing officer designated by the Sheriff. This same procedure shall also be utilized

1 to solve disputes over any other issues which might arise in the administration of Section 207-c
2 claims. Any appeals to these determinations shall be pursuant to the provisions set forth in
3 Article 78 of the Civil Procedure Law and Rules.
4

5 **SECTION 2. WORKMEN'S COMPENSATION**

6

7 Employees not covered under provisions of Section 207-c of the General Municipal Law
8 who are unable to perform duties of their employment because of injuries received in the
9 service of the Employer and who are entitled to receive Workmen's Compensation benefits
10 shall receive in addition to lump sum payments, their ordinary pay to be charged against
11 accumulated sick leave credits or accrued vacation time, or compensatory time in that order, at
12 the option of the employee, when available and shall receive the ordinary benefits as provided
13 by law.
14

15 When their compensation case is finally adjudicated in favor of the employee by the
16 Workmen's Compensation Board, 2/3rds of the accrued sick leave credits used during the
17 period of disability shall be reinstated.
18

19 **ARTICLE XIX**

20 **HEALTH INSURANCE**

21

22 **SECTION 1. HEALTH INSURANCE PLANS**

23

24 The following plans shall be provided as so stated by the Employers:

- 25
- 26 (a) ECS PBA Value Plan POS 204 shall be the base plan.
 - 27 (b) Employees to pay 15% of plan through bi-weekly deduction, annual contributions
28 capped at \$4,000.00; capped at \$4,500.00 (1-1-20); capped at \$6,000.00 (1-1-21).
 - 29 (c) Employees who chose either Enhanced or Core Plan must pay the difference between
30 ECS PBA Value Plan POS 204 and the Enhanced Plan or Core Plan plus the 15% of
31 the ECS PBA Value Plan POS 204.
 - 32 (d) Upon retirement pre-65 retirees shall contribute 15% of plan annual contributions
33 capped at \$6,000.00 and for employees who retire after 1-1-18 capped at \$8,000.00.
 - 34 (e) Upon retirement pre-65 retirees who chose either Enhanced or Core Plan must pay the
35 difference between ECS PBA Value Plan POS 204 and the Enhanced Plan or Core Plan
36 plus the 15% of the ECS PBA Value Plan POS 204.
 - 37 (f) Upon retirement post 65 retirees shall contribute 15% of the LMHF Medicare Advantage
38 Plan with annual contributions capped at \$4,000.00, plus the cost of Medicare Part B
39 only.
 - 40 (g) LMHF Bronze Plan to be option for employees. One-hundred percent of the cost of the
41 Bronze Plan to be paid by the Employers for year 2017. Starting in year 2018,
42 employees to pay 15% of the cost of the increase from the 2017 which will be the base
43 year.
44

1 A copy of the Health Insurance Plans are attached hereto in the Health Insurance
2 Appendix.
3

4 **SECTION 2. PRESCRIPTION COVERAGE**

5

6 The Employer shall provide prescription coverage for employees and pre -65 employees
7 who retire under this agreement as set forth in the Health Insurance Plans attached in the
8 Health Insurance Appendix.
9

10 **SECTION 3. DENTAL COVERAGE**

11

12 (a) The Employer shall provide the GHI Preferred Dental Plan with 100%
13 orthodonture and 100% prosthetic coverage for each employee covered under this
14 contract in accordance with the type of coverage (single or family) desired by the
15 employee. The employer shall pay the full cost of single coverage and 90% of the cost
16 of family coverage. Any premium cost in this section shall be paid by the employee on a
17 bi-weekly payroll deduction. A copy of the GHI Emblem Health Preferred Dental Plan is
18 attached hereto in the Dental Insurance Appendix.
19

20 **SECTION 4. PAYMENT IN LIEU OF HEALTH INSURANCE**

21

22 (a) The amount payable to employees who waive health insurance coverage is
23 increased as follows:
24

25 Family - \$450 per month

26 Single - \$150 per month
27

28 (b) The cash payment for waiving medical/dental insurance shall not be paid to any
29 employee where the waiver results from multiple family County plans.
30

31 (c) Employees who desire to withdraw from any health insurance coverage shall be
32 permitted to do so upon signing a waiver. Upon the effective date of such withdrawal, the
33 employee shall receive each month in lieu of coverage, a payment as described in Section 4(a)
34 for each calendar month. Such payment shall be split between the first and last paycheck of
35 each calendar month.
36

37 (d) The Employer and the Union shall agree upon a waiver form which shall include a
38 clear acceptance of the responsibility of such a withdrawal by the employee and shall also
39 include a release of liability for both the Employer and the Union from any claims arising from
40 such withdrawal.
41

42 (e) In addition any employee who withdraws from one of the Employer health insurance
43 plans in accordance with this Section shall be allowed to return to one of those plans during
44 any subsequent open period or qualifying event.

1 **SECTION 5. DISABILITY**

2
3 In the event an employee is disabled from work by accident or illness, the Employer
4 agrees to continue his insurance coverage for the length of his accumulated sick leave, plus
5 ninety (90) days thereafter with the employee paying their premium share.
6

7 **SECTION 6. RETIREMENT**

8
9 (a) Effective January 1, 1995 Employees who retire with 10 years or more of county
10 service shall be eligible for the following:

- 11 i. Employees who have a minimum of eight hundred (800) hours of
12 accumulated sick leave on their record on the day of retirement shall have
13 the premium for the retirees health insurance paid at 100% for eight
14 hundred (800) hours or two thousand dollars (\$2,000.00) in cash.
15 ii. Employees who have a minimum of twelve hundred (1,200) hours of
16 accumulated sick leave on their record on the day of retirement shall have
17 the premium for the retirees health insurance paid at 100% for twelve
18 hundred (1,200) hours or three thousand dollars (\$3,000.00) cash.
19 iii. Employees who have a minimum of eighteen hundred (1,800) hours of
20 accumulated sick leave on their record on the date of retirement shall have
21 the premium for retirees health insurance paid at 100% for eighteen
22 hundred (1,800) hours or five thousand dollars (\$5,000.00) cash.
23 iv. The following shall constitute the amount of the County's contribution to
24 retiree's health insurance for any employee who retires prior to 1/1/2003:

25

26	20 years	(10 in County service)	\$20.00/month in addition to 50%
27			
28	25 years	(15 in County service)	\$30.00/month in addition to 50%
29			
30	30 years	(20 in County service)	\$40.00/month in addition to 50%
31			

32 (b) Employees who retired between 1/1/2003 and 12/31/2010:

33
34 (i) Pre-65 Retirees: The employer shall pay one hundred percent (100%) of the
35 monthly premium single rate for the Core Plan for eligible employees who retire from County
36 until age 65. The employer shall pay one hundred percent (100%) of the monthly premium
37 family rate for the Core Plan for families of eligible employees who retire from County service
38 until age 65, upon written proof of family status. In addition, a pre-65 retiree may choose the
39 pre-65 Option D plan. Pre-65 employees who choose Option D shall pay the difference in the
40 cost between the Core Plan and the pre-65 Option D premium.
41

42 (ii) Post-65 Retirees: Employees who retire under this agreement, and their
43 eligible spouses shall be required to select the designated Medicare Wraparound product that
44 includes prescription drug coverage and basic out-of-network benefits, at age 65 or when first

1 eligible. Any employee who retires under this agreement, and his or her eligible spouse who is
2 under age 65, will be provided with a single Core Plan for the non-age 65 member. A post-65
3 retiree, and his or her eligible spouse aged 65, may chose from Option A, B, or C as
4 referenced on the attached matrix. Both members must select the same option, and the
5 employer will pay one hundred percent (100%) of the monthly premium for the single or double
6 rate for Options A, B, or C. In addition, a post-65 retiree who chooses Option D shall pay the
7 difference in the cost between the highest premium of Option A, B, or C, and the Option D
8 premium. Health care coverage will be provided for the lifetime of the retiree. The County
9 shall provide one hundred percent (100%) of the Core Plan monthly premium for single,
10 double, or family coverage. Family coverage will be provided upon written documentation. All
11 other employer contributions shall be eliminated.

12
13 (c) Effective January 1, 2008, employees who retire into one of the New York State
14 Retirement plans then available, with fifteen (15) or more years of County service,
15 shall be eligible for the preceding health insurance benefits in retirement
16

17 (d) Employees who retire after 1/1/2011:
18

19 Any unit employee who retires effective 1/1/11 and thereafter, shall be subject to the
20 15% health insurance contribution for retiree health insurance coverage.
21

22 **SECTION 7. WORKER'S COMPENSATION**

23
24 Notwithstanding the other provisions of this article, the Employer agrees to continue the
25 health insurance coverage of an employee, with the employee paying his/her premium share,
26 for the amount of his accumulated sick leave, which he may wish to use, plus ninety (90) days
27 thereafter if the employee is unable to report to work period by reason of any accident, injury,
28 illness or disease which is found to be compensable by the Workers' Compensation Board. If
29 the employee does not wish to use all or any of his sick leave or if he does not have any sick
30 leave available for use, the ninety (90) day period shall commence immediately upon the
31 employee reporting his inability to report to work.
32

33 **SECTION 8. DEATH**

34
35 Should a permanent employee, for whom the Employer is providing family health
36 insurance coverage dies, the employee's health insurance shall be continued for the
37 employee's survivors during the month the death occurs and for two calendar months
38 thereafter.
39

40 **ARTICLE XX**

41 **RETIREMENT PLAN AND DEATH BENEFITS**

42
43
44 (a) All eligible Sheriffs Office employees will be covered in the non-contributory and/or

1 contributory pension plan by which they are currently covered.

2
3 (b) In addition to the death benefits set forth in the New York State Retirement and
4 Social Security law, all employees shall be provided coverage under the New York State
5 Retirement Plan's guaranteed Minimum Death Benefit Section 360-B, that provides in case of
6 death three (3) times the annual salary to a maximum of \$20,000 and will be permitted to credit
7 unused sick leave to accumulated service on retirement up to a maximum of 165 days in
8 accordance with provisions of 341 (j) Plan.

9
10 (c) The Parties agree, during the life of this Agreement, it may be reopened to discuss
11 the Employers' adoption of the enhanced disability retirement benefits available under Article
12 14-b of the Retirement and Social Security Law.

13
14 (d) Effective March 15, 2002, those eligible Sheriffs employees in the Criminal Division
15 shall be included in the twenty-year half-pay retirement plan, with additional 1/60th, provided in
16 Section 552 and 553 under Article 14-B of the Retirement and Social Security Law, including
17 Sheriff's service.

18 19 **ARTICLE XXI**

20 21 **GRIEVANCES AND JUDICIAL REVIEW**

22 23 **SECTION 1. GENERAL**

24
25 (a) It is the intent of this Article to promote and provide a mutually satisfactory procedure
26 for the settlement of grievances of employees arising out of the meaning, application or
27 interpretation of the terms of this Agreement.

28
29 (b) No provision in this Agreement shall be interpreted to require the Union to represent
30 an employee in any stage of the grievance procedure if the Union considers the grievance to
31 be without merit or in contradiction to any law or regulation.

32 33 **SECTION 2. DEFINITIONS**

34
35 These definitions shall apply to this section only.

36
37 (a) "Employee" shall mean any person employed by the Sheriff of Erie County and
38 described in the bargaining unit in Schedule "A" of this Agreement.

39
40 (b) "Grievance" shall mean "any disputed matter" pertaining to conditions of
41 employment, violation or misinterpretation of this Agreement.

42
43 (c) "Division" shall mean any division of the Sheriffs Office of Erie County having
44 employees within the bargaining as described in Schedule A.

1 (d) "Immediate Supervisor" shall mean the employee or officer of the next higher level of
2 authority who normally assigns and supervises the employee's work and approves his time
3 record or evaluates his work performances. The Sheriff may designate by name the immediate
4 supervisor in a particular Division if he chooses.

5
6 (e) "Day" refers to calendar days and not workdays.

7
8 (f) "Work Day" shall mean all days other than Saturdays, Sundays, and legal holidays.

9
10 (g) "Division Head" shall mean the person so designated by the Sheriff as the head of
11 the division as previously defined in subdivision (c) above.

12 13 **SECTION 3. MATTER RELEVANT TO GRIEVANCE PROCEDURES**

14
15 (a) The time limits set forth in this Article are of the essence. They may, however, be
16 extended by mutual written agreement of the parties. The failure of the Union to proceed within
17 the time limit set forth shall terminate the grievance at that step. The failure of the Employer to
18 answer within the time limit set forth will entitle the Union to proceed to the next step of the
19 grievance procedure.

20
21 (b) Any step of the grievance procedure may be by-passed by mutual agreement, in
22 writing.

23
24 (c) In the case of a group policy, or organization type grievance, the grievance may be
25 submitted directly to the Division Head.

26 27 **SECTION 4. UNION STEWARDS**

28
29 Employees selected by the Union to act as Union Representatives shall be known as
30 "Stewards." The names of employees selected as stewards and the names of other Union
31 Officers and Representatives who may represent employees shall be certified in writing to the
32 Employer by the Union.

33 34 **SECTION 5. PROCESSING GRIEVANCE DURING WORKING HOURS**

35
36 The Union Stewards as mentioned in Section 4 above and authorized Union Officers
37 may, for reasonable periods of time, investigate and process grievances during their regular
38 working hours without loss of pay. Such employees must request permission from their
39 Division Head prior to leaving their job assignment. If the Division Head is unavailable,
40 permission may be granted by the person next highest in command. Permission to leave job
41 assignments for the above reasons and purposes shall not be unreasonably withheld.

SECTION 6. LABOR MANAGEMENT COMMITTEE

Conferences between representatives of the Co-employers and at least three (3) representatives of the Union on important matters that may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, may be held upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

SECTION 7. RIGHTS OF THE PARTIES

Any party shall have access upon request to any written statements or records that shall be presented as evidence by the other party at any hearing provided by this Agreement in advance of said hearing. In the event sufficient time does not exist for any party to review such evidence, the hearing shall be adjourned to a later date at the request of either party.

SECTION 8. GRIEVANCE PROCEDURE

(a) The grievance procedure shall be:

Step 1. The Union President or his designee with or without the aggrieved employee shall hand deliver a grievance in writing on a grievance form provided by the Union, setting forth the time, place and date of the alleged grievance to the Sheriff or his designee. The Sheriff or his designee shall issue a receipt stating the date the grievance form was received, the name of the person delivering the same as well as the grievance number. Facts of the grievance shall include the particular section of the contract or the Sheriffs Office rules, regulations and procedures involved and the remedy sought by the employee. The grievance must be presented within fifteen (15) calendar days of the occurrence of the grievance, or within fifteen (15) calendar days of the date on which the employee first knew of such act or omission. The Sheriff or his designee must hold an informal hearing within ten 10 calendar days from the date the grievance was first presented to the Employer. He shall render a written decision within five 5 days after the informal hearing. If the grievance is not satisfactorily resolved at Step 1, the Union may appeal within ten 10 days to Step 2.

Step 2. Only in the event the grievance has not been satisfactorily resolved in Step 1, an appeal may be taken by the Union within ten (10) calendar days of the mailing of the Step 1 decision. The Union may appeal the decision to the county Labor Relations Director. The County Labor Relations Director or his designee and the Sheriff or his designee shall meet with the Union within ten (10) calendar days of the mailing of such appeal. A formal hearing will be held and a written decision will be issued within ten (10) calendar days from the date of the hearing.

Step 3. (a) Only in the event the grievance has not been satisfactorily resolved at Step

1 2, a request for arbitration may be brought only by the Union, through the President or his
2 designee, within ten (10) calendar days from the date the Union received the Step 2 decision.
3 Notice of appeal to arbitration shall be served by registered or certified mail to the Director of
4 Labor Relations for the County of Erie, with copies to the Sheriff and the County Attorney.
5

6 (b) Arbitration proceedings for grievances shall be conducted by an arbitrator mutually
7 selected through the strike out procedure by the PBA and the Sheriff and County from a panel
8 of arbitrators supplied by the New York State Public Employment Relations Board ("PERB")
9 pursuant to § 207.7 of the PERB Rules of Procedure.
10

11 (c) Either party may modify or eliminate this procedure by ten (10) days written notice to
12 the other party. However, this agreement will continue in full force and effect until it is replaced
13 by another procedure agreed to by the parties and reduced to writing.
14

15 (d) The Arbitrator shall hold a hearing as soon as it is practical at a time and place
16 convenient to the parties. The Arbitrator shall have no power to add to, subtract from or modify
17 the provisions of this agreement on arriving at a decision of the issue presented. The decision
18 or award of the Arbitrator shall be final and binding on both parties. All fees and expenses of
19 the Arbitrator shall be divided equally between the parties except that each party shall bear the
20 cost of preparing and presenting its own case. Either party wishing a transcript at an arbitration
21 bearing may provide for one at its expense and shall provide a copy to the Arbitrator and the
22 other party.
23

24 (e) Representation: The Employer shall recognize the following grievance
25 representative at each step of the grievance procedure and shall release such representatives
26 from normal duties to process grievances providing that such absence from work will not
27 interfere with proper conduct of governmental functions.
28

29 Step #1 - Union President or his designee and the Grievant.
30

31 Step #2 - Union President or his designee and Chief Steward.
32

33 Step #3 - Union President or his designee, Chief Steward, Chairman of the
34 Grievance Committee, and the Grievant.
35

36 **ARTICLE XXII**

37 **DISCIPLINE AND DISCHARGE**

38 **SECTION 1. INVESTIGATIONS AND/OR INTERROGATIONS**

39
40
41 (a) Every effort shall be made to conduct interrogations during an employee's hours
42 of work or at a time in reasonable proximity to the beginning or end of an employee's shift.
43
44

1 (b) An employee who remains on duty for the purpose of attending an interrogation
2 shall be compensated at the rate of time and one-half for all hours spent.
3

4 (c) The President and/or Steward shall be advised that an employee is to be
5 questioned regarding an employment matter. The employee shall be given an opportunity to
6 meet with the President and/or Steward prior to the interrogation and, if the employee chooses,
7 the President and/or Steward shall be in attendance during all questioning. It is expressly
8 understood, however, that the President and/or Steward shall be in attendance as an observer
9 only. The employee may request and shall be granted one five (5) minute recess during the
10 interrogation, and at that time may, if he so requests meet in private with the President and/or
11 Steward.
12

13 (d) If a written record of the interrogation is prepared, a copy shall be provided to the
14 individual.
15

16 (e) At the conclusion of the interrogation, the employee shall have the right to make
17 an oral or written presentation for the record.
18

19 (d) This section shall not apply to those investigations which could lead to criminal
20 charges being brought against an employee.
21

22 **SECTION 2. DISCIPLINE**

23

24 (a) The only procedure for taking disciplinary action against any employee, that is
25 covered by this Agreement, shall be set forth in the following sections.
26

27 (b) Discipline shall be imposed only for just cause. Where the Sheriff or his designee
28 imposes a loss of leave credits, written reprimand, fine, suspension without pay or dismissal
29 from service, a notice of such discipline shall be made in writing and served personally or by
30 registered or certified mail, upon the employee. Such notice shall contain the reasons for such
31 discipline and the penalty imposed. Letters of counsel are not considered discipline, but
32 copies should be sent to the Union.
33

34 (c) The notice of discipline may be the subject of a disciplinary grievance which shall be
35 served upon the Sheriff or his designee in person or by registered mail within ten (10) calendar
36 days of the date of the notice of discipline to the employee or the Union. The employee and
37 the Union shall be entitled to a meeting to present their position to the Sheriff or his designee
38 and the County Labor Relations Director or his designee within ten (10) calendar days of the
39 receipt of the disciplinary grievance, and a written decision shall be issued within ten (10)
40 calendar days of the hearing.
41

42 (d) In the event the disciplinary grievance has not been satisfactorily resolved at the
43 previous step, a request for Arbitration may be brought only by the Union, through the
44 President or his designee within ten (10) calendar days from the date the Union receives the

1 decision of the previous step (c).
2

3 (e) Notice of appeal to arbitration shall be served as required under Article XXII, Section
4 8, Step 3 of this Agreement.
5

6 (f) A disciplinary Arbitrator shall confine himself to determination of guilt or innocence
7 and the appropriateness of proposed penalties. Disciplinary Arbitrators shall neither add to,
8 subtract from nor modify the provisions of this Agreement. The decision or award of the
9 Arbitrator shall be final and binding on both parties.
10

11 (g) An employee shall not be disciplined for acts which occurred more than two (2)
12 years prior to the imposition of the discipline. This section shall not apply to actions which
13 result in criminal charges.
14

15 (h) Change of shift, work schedule, job transfer or work reassignment shall not be made
16 for the purpose of imposing discipline, unless with the consent of the employee and so long as
17 no one serving in a bid assignment is displaced thereby. Nothing in this paragraph shall bar
18 any other action taken pursuant to this Article. This is not intended to limit management's
19 rights.
20

21 (i) Representation: The Employer shall recognize the following grievance representative
22 at each step of the procedure herein and shall release such representatives from normal duties
23 to process grievances providing that such absence from work will not interfere with proper
24 conduct of governmental function: Union President, Steward, Chairman of the Grievance
25 Committee and the Grievant.
26

27 (j) All fees and expenses of the Arbitration, if any, shall be divided equally between the
28 Employer and the Union or the employee if not represented by the Union. Each party shall
29 bear the costs of preparing and presenting its own case. Either party wishing a transcript at the
30 Arbitration hearing may provide for one at its expense and shall provide a copy to the Arbitrator
31 and the other party.
32

33 (k) In cases involving infractions alleging criminal conduct, there shall be no limitations
34 in the amount of suspension without pay prior to the case being litigated under the grievance
35 procedure. In cases not involving allegations of criminal conduct, the amount of suspension
36 without pay prior to the case being litigated under the grievance procedure shall be a maximum
37 of thirty (30) days. Delays caused by the suspended employee may extend the suspension
38 period without pay.
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ARTICLE XXIII

UNION LEAVE

SECTION 1. PAID UNION LEAVE

Members of the Union who are elected or designated to attend any Convention, Seminars, Educational Forums and/or official meeting of the Police Conference of New York, Inc. or any committee thereof, shall be permitted to attend such functions and be granted the necessary time off work permitting without loss of either time or pay provided that the total said time is not in excess of twenty-four (24) work days for the Union President and thirty (30) work days for all other union leave in any calendar year. Requests for such leave shall be made by the Union in writing, including the date, time, location and purpose of the requested leave, to the Sheriff or his designee no less than five (5) calendar days prior to the date that the particular function is scheduled. Approval of such requests for union leave shall not be unreasonably withheld.

SECTION 2. CONTRACT NEGOTIATIONS

The employer shall give time off with no loss of pay for four (4) members of the Union contract negotiating team to participate in contract negotiations.

SECTION 3. UNPAID UNION LEAVE

An employee may request leave without pay if elected by the Union to do work which takes him from his employment with the Erie County Sheriff. The number of employees on Union Leave will not exceed 3 employees at any one time.

ARTICLE XXIV

GENERAL PROVISIONS

SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION

(a) All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

(b) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during regular working hours and for reasonable periods of time on the Employer's premises and without loss of pay, four (4) members of the Union's Executive Board, whose names shall be submitted to the Sheriff in writing by the Union, shall be allowed to engage in the following activities when necessary after having obtained permission from the appropriate Supervisor:

- (1) Post Union Notices
- (2) Distribute Union Literature
- (3) Transmit Communications to the Employer or its designee
- (4) Consult with the Employer or its designees and with each other concerning the enforcement of any provisions of this Agreement

SECTION 3. UNIFORM ALLOWANCE

(a) All employees covered under this agreement shall receive an annual uniform allowance of \$1,500.00 and payable in the first full pay period after January 1 of each year.

(b) Ballistic Vests. Every five (5) years or in the event of damage, the Sheriff shall replace without cost to the employee a ballistic (bullet proof) vest.

SECTION 4. TEMPORARY EMPLOYEES

(a) Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.

(b) Temporary employees shall receive the entrance level grade of pay in the classification involved.

SECTION 5. CAR ALLOWANCE

Civil Deputies shall receive a mileage allowance paid in accordance with the regulations of the Civil Practice Law and Rules, Section 8012 (the federal Internal Revenue Service mileage rate). The county's policy on mileage reimbursement will be maintained in all other cases.

SECTION 6. PRINTING OF CONTRACT

The Union agrees that it will bear the cost of the printing of the copies of the Contract needed for the transaction of its business. Should the Employer wish to purchase copies of the Agreement from the Union it will pay the per copy cost incurred by the Union.

1 **SECTION 7. POLYGRAPH TEST**

2
3 The Employer may not require any employee to take a polygraph test against their will.
4

5 **SECTION 8. LEGAL COUNSEL**

6
7 The Employer will provide counsel for the defense of any employee against whom a
8 civil complaint (only) is filed or sued for alleged false arrest or abuse of power in the line of duty
9 at no charge to the employee, it being understood that any employee who is charged with a
10 criminal offense must employ his own Counsel as he so desires in such criminal action.
11

12 **SECTION 9. PERSONNEL RECORDS**

13
14 (a) An employee shall, within five (5) working days of a written request to the Sheriff,
15 have opportunity to review his official personnel folder in the presence of a Union
16 Representative (if requested by the employee) and an appropriate official of the Sheriffs Office.
17 He shall be allowed to place in such file a response of reasonable length to anything contained
18 therein which such employee deems to be adverse.
19

20 (b) The official personnel history folder shall contain all memoranda or documents
21 relating to such employee which contain criticism, commendation, appraisal or rating of such
22 employee's performance on his job. Copies of such memoranda or documents shall be sent to
23 such employee simultaneously with their being placed in his official personnel folder. Copies of
24 entries in personnel file shall be provided, free of charge, once during the employment period.
25 All additional copies shall be at the employees expense.
26

27 (c) Any material in the official personnel history folder of an adverse nature over
28 eighteen months (18) old shall not be referred to in disciplinary proceedings.
29

30 **SECTION 10. COMMAND ASSIGNMENT PROCEDURE**

31
32 (a) Any employee who is assigned or promoted to command positions and/or titles shall
33 immediately, upon assignment or promotion, be informed of the duties and responsibilities of
34 the command assignment by the proper authority. It shall be the obligation of any person
35 performing the duties and responsibilities of command for a period of at least sixty (60) days to
36 know his duties and responsibilities.
37

38 (b) Sergeants, Lieutenants and Captains who bid on an assignment, shift choice shall
39 have their bids considered on the basis of seniority (time in grade) specialized training and
40 career development. However, the final authority for any such assignment shall rest with the
41 Sheriff.
42

43 (c)

44 TIME IN GRADE

TIME IN SERVICE

OVERTIME	X
(preference)	
VACATION	X
(preference)	
LAYOFF	(Subject to civil service law)
ASSIGNMENT	X
(shift)	
RETRENCHMENT	(Subject to civil service law)

Note: 1) Provisional status time may be in aggregate.
2) Section 80 & 81 New York State Civil Service Law applies.

(d) When using the term "time in grade" it shall be defined as the length of service from the date of contingent permanent appointment. If the contingent permanent date is the same, the tie breaker shall be test scores; if the test scores are the same; the time breaker shall be social security numbers pursuant to Article X Section 6(b). The parties have agreed that when the contingent permanent appointment date is the same, departmental seniority among the affected employees shall determine who shall have the next permanent appointment.

SECTION 11. SAFETY STANDARDS

(a) No employee of the Sheriffs Office shall be required to use unsafe equipment.

(b) The Employer and the Union agree to establish a committee to set "reasonable guidelines" and establish policy and procedures for the handling of contagious diseases, safety and health issues.

SECTION 12. BADGES

Upon retirement, an employee covered under this Agreement who has fifteen (15) years of service will be allowed his or her badge on the date of retirement.

SECTION 13. EMERGENCY CLOSINGS

All members of the collective bargaining unit are considered essential employees and must report for duty as scheduled in the event of any emergency closings, unless granted some type of prior approved leave by a supervisor authorized to grant such leave.

SECTION 14. TRAVEL PAY FOR TRAINING

1 Members required to travel within Erie County for purposes of attending training
2 sessions will not be reimbursed for their travel time. Members traveling out of Erie County for
3 the purpose of attending training sessions will be paid for their travel time at straight time in
4 compensatory time off.

5 6 **SECTION 15. RESERVES**

7
8 (a) There does exist, from time to time, a need to utilize Reserve personnel premised
9 on the specialized service they can provide in augmenting regular personnel in particular
10 Mounted Reserves, Marine Reserves and K-9 Reserve Units. However, an honest good faith
11 effort must be made by the Sheriff to properly staff regular units so as not to artificially create a
12 need for the service of Reserve Employees.

13
14 (b) The use of Reserve Employees shall be limited to the instances where
15 extraordinary demands are placed upon the Sheriff to provide law enforcement personnel for a
16 special event, natural disaster, civil disorder or the like, or on a "limited" basis to meet a
17 seasonal demand for personnel. Whenever Reserve personnel are utilized, it will not be until
18 regular full-time employees working on the respective shift have been canvassed for overtime,
19 and at no time will regular full-time personnel be denied overtime work while at the same time
20 Reserve personnel are called to active duty.

21
22 (c) Reserve employees shall wear upon their uniforms a patch indicating their particular
23 "Reserve Division." The patch shall be conspicuously placed underneath the departmental
24 patch and be the same color as the departmental patch.

25
26 (d) Reserve employees shall never wear a star badge, and their personal identification
27 cards shall indicate Reserve employee.

28
29 (e) Reserve employees placed on active duty shall wear the Deputy Sheriff uniform with
30 no rank insignia displayed.

31
32 (f) Reserve employees' apparel, ball caps, letterhead and the like, required to be
33 purchased by the Sheriff, shall be conspicuously marked as belonging to or representing a
34 Reserve employee or Unit.

35
36 (g) Reserve employees may not purchase or use any business card which makes
37 reference to being an employee of the Erie County Sheriffs Office.

38
39 (h) A Reserve employee representing the Erie County Sheriffs Office at any speaking
40 engagement, conference, seminar, school or the like shall properly identify themselves as a
41 Reserve employee and not as a Sheriff's Deputy.

42
43 (i) The following per diem positions in the Sheriffs Office are exempt from this
44 Agreement:

<u>Number of Employees</u>	<u>Department</u>
1	Civil Typist
2	Civil
2	Arson
1	I.D. Cards
7	Ridge

(j) This section shall not limit the Union's right to bring a grievance over the utilization of Reserve Employees in lieu of regular full-time employees.

(k) The Parties agree, during the life of this Agreement, it may be reopened to discuss this Section.

SECTION 16. VEHICLES

The assignment and/or removal of vehicles rests within the sole discretion of the Sheriff or his designee. Said vehicles shall be properly marked, have at least the following equipment in working order: emergency lights, siren, spot light, radios, air conditioning and heat.

SECTION 17. MOUNTED RESERVES

The Sheriff will not utilize Mounted Reserves to perform patrol duties but may perform other assignments limited to Stadium Detail, Convention Center events, at municipal parks in the Erie County Parks System, including Riverwalk, and parades for appearances but not patrol or crowd control. Other special events subject to prior mutual agreement. Any Mounted Reserve members shall immediately notify ECS Sheriffs Deputies (Road Patrol) in the event of any incidents requiring law enforcement.

SECTION 18. SNOWMOBILE/ATV UNIT

(a) The Sheriff shall staff the Snowmobile/ATV Unit with no less than two (2) PBA members ("minimum staffing requirements") who will be assigned to the Sheriffs Snowmobile/ATV Unit ("PBA Snowmobile/ATV Unit Members") for the Snowmobile Season ("Season"), which generally starts December 15th and runs through March 15th.

(b) During the Season, except in declared emergencies or unusual staffing demands (e.g. stadium details) and when snowmobiles are operational and conditions allow, the Sheriff shall maintain two snowmobiles for daily snowmobile patrol.

(c) PBA Snowmobile/ATV Unit Members will be canvassed according to the Collective Bargaining Agreement ("CBA") and have a right of first refusal for any overtime opportunities in order to maintain minimum staffing requirements in the Snowmobile/ATV Unit. Compensation

1 for all overtime hours worked will be paid pursuant to the CBA.

2
3 (d) After this canvass, if a shift vacancy still exists on the Snowmobile/ATV Unit, the
4 Sheriff shall canvass all eligible PBA members for overtime. "Eligible PBA members" is
5 defined as PBA member who: (1) has been assigned or worked regularly on the
6 Snowmobile/ATV Unit within three years preceding the season and who was not removed from
7 the Snowmobile/ATV Unit for cause, and (2) owns a complete Snowmobile/ATV Unit uniform.
8 The list of eligible PBA members will be established in October of each year and shall
9 constitute the entire list of PBA members the Sheriff must canvass prior to utilizing Reserve
10 deputies. The requirement that PBA members working overtime in the Snowmobile/ATV Unit
11 must supply their own Snowmobile/ATV Unit uniforms is made without precedent and
12 prejudice.

13
14 (e) Once the daily minimum staffing requirements are met pursuant to paragraphs 1, 2,
15 3 and 4, the Sheriff reserves the right to utilize Reserve Deputies to augment the
16 Snowmobile/ATV Unit.

17
18 (f) Any regular, full-time or Reserve Deputy that is called into service shall have
19 completed a Snowmobile Safety Course approved by New York State. An opportunity to take
20 this course through the Sheriff's Office at no cost will be provided to eligible PBA members
21 prior to the beginning of each season.

22
23 (g) Either party reserves the right to rescind this Agreement should the implementation
24 of the terms of this Agreement be inconsistent with intent of the parties in entering into this
25 agreement. The parties shall give the thirty (30) days notice to the other party to cure any
26 inconsistencies detailed, in writing, to such party prior to rescinding. However, once the
27 Season has commenced, no rescission shall be effective until the end of that Season.

28 29 **SECTION 19. MARINE UNIT**

30
31 (a) The Sheriff shall staff the Marine Unit with no less than eight (8) PBA members who
32 will be assigned to the Sheriffs Marine Unit ("PBA Marine Unit Members") vessels for the
33 Marine Season ("Season"), which generally starts during the third week of May and runs
34 through the second week of September each year.

35
36 (b) During the Season, except in declared emergencies or unusual staffing demands
37 (e.g. stadium details) and when vessel(s) are operational and conditions allow, the Sheriff shall
38 maintain two Marine Unit vessels for daily marine patrol with no less than two (2) PBA
39 members assigned to each vessel and a minimum of four (4) members scheduled daily
40 ("minimum staffing requirement").

41
42 (c) PBA Marine Unit Members will be canvassed according to the Collective Bargaining
43 Agreement ("CBA") and have a right of first refusal for any overtime opportunities in order to
44 maintain minimum staffing requirements in the Marine Unit. Compensation for all overtime

1 hours worked will be paid pursuant to the CBA.

2
3 (d) After this canvass, if a shift vacancy still exists on the Marine Unit, the Sheriff shall
4 canvass all eligible PBA members for overtime. "Eligible PBA members" is defined as PBA
5 member who: (1) has been assigned or worked regularly on the Snowmobile/ATV Unit within
6 three years preceding the season and who was not removed from the Marine Unit for cause,
7 and (2) owns a complete Marine Unit uniform. The list of eligible PBA members will be
8 established in October of each year and shall constitute the entire list of PBA members the
9 Sheriff must canvass prior to utilizing Reserve deputies. The requirement that PBA members
10 working overtime in the Marine Division must supply their own Marine Division uniforms is
11 made without precedent and prejudice.

12
13 (e) Once the daily minimum staffing requirements are met pursuant to paragraphs (a),
14 (b), (c), and (d), the Sheriff reserves the right to utilize Reserve Deputies to augment the
15 Marine Unit. Specifically, the Sheriff reserves the right to activate Reserve Deputies to provide
16 their own vessel and manpower once the minimum staffing requirements described in
17 paragraphs (a), (b), (c), and (d) have been met.

18
19 (f) Any regular, full-time or Reserve Deputy that is called into service shall have
20 completed a safe boating course registered with or approved by New York State, the United
21 States Coast Guard Auxiliary, or United States Power Squadrons. An opportunity to take this
22 course through the Sheriff's Office at no cost will be provided to eligible PBA members prior to
23 the beginning of each season. Any Reserve Deputy utilized shall show proficiency in vessel
24 operation, must have a Marine radio, and must possess the required United States Coast
25 Guard equipment on any vessel.

26
27 (g) Either party reserves the right to rescind this Agreement should the implementation
28 of the terms of this Agreement be inconsistent with intent of the parties in entering into this
29 agreement. The parties shall give the thirty (30) days notice to the other party to cure any
30 inconsistencies detailed, in writing, to such party prior to rescinding. However, once the
31 Season has commenced, no rescission shall be effective until the end of that Season.

32 33 **ARTICLE XXV**

34 35 **INDEMNIFICATION**

36 37 **SECTION 1. DEFENSE**

38
39 (a) The defense of any legal action against any employee in the office of the Sheriff
40 resulting from his act or omission done or made in good faith in the performance of any official
41 duty shall be the responsibility of the County Attorney, and any monetary damages to the
42 employee resulting from such legal action, except for damages resulting from malfeasance,
43 misfeasance or nonfeasance in the service or execution of civil process, shall be deemed to be
44 the responsibility of the County provided that such employee shall within three (3) days

1 (Monday through Friday) of the time he is served with any notice, summons, complaint,
2 process or demand, deliver the original to the County Attorney.

3
4 (b) This provision shall not make the county responsible for the acts of the Sheriff
5 thereof, nor relieve the Sheriff from any liability to which he is lawfully subject.

6
7 **SECTION 2. LIABILITY INSURANCE**

8
9 If required for any employee covered in this bargaining unit the County shall maintain,
10 at no cost to the employee, a policy of liability insurance including coverage against damages
11 resulting from such employees malfeasance, misfeasance, or nonfeasance in the service or
12 execution of civil process.

13
14 **ARTICLE XXVI**

15
16 **SAVINGS CLAUSE**

17
18 Should any Article, Section or portion thereof, of this Agreement be held unlawful and
19 unenforceable by a court of competent jurisdiction such decision of the court shall only apply to
20 the specific Article, Section or portion thereof, directly specified in the decision and upon the
21 issuance of such a decision, the parties agree immediately to negotiate a substitute for the
22 invalid Article, Section or portion thereof.

23
24 **ARTICLE XXVII**

25
26 **EMERGENCY SITUATIONS**

27
28 In the event of any emergency as determined by the Sheriff, any of the following
29 Articles may be suspended by the Sheriff for the duration of the emergency:

30

31	Article IX	-	Hours of Work
32	Article X	-	Reporting Time
33	Article XI	-	Work Force Changes
34	Article XII	-	Holidays
35	Article XIII	-	Vacations
36	Article XIV	-	Paid Leave

37

38 **ARTICLE XXVIII**

39
40 **PHYSICAL FITNESS**

41
42 (a) The Sheriff and the Union agree that being physically fit enables officers to extend
43 their lives, handle stress better, reduce job related injuries and, in general better perform their
44 duties. Therefore, the parties agree that a physical fitness program may be established. The

1 Sheriff and the Union agree to establish a joint committee to specify and establish said
2 physical fitness testing program. The above named committee shall meet to discuss such
3 details as administration, testing, exemptions, negotiations, but shall be considered as union
4 management meetings. The physical fitness standards that may ultimately be established shall
5 specify a minimum standard of physical fitness as well as a higher standard of fitness which
6 officers can attain on a voluntary basis. Officers achieving the higher standard of fitness shall
7 be awarded an appropriate service ribbon evidencing such achievement. Further, the physical
8 fitness testing program shall be incremental by age groups and will recognize that some
9 employees were not required to pass a physical agility test during the initial employment
10 process.

11
12 (b) This package to include a complete listing of bargaining unit classifications.

13 **ARTICLE XXIX**

14 **DRUG TESTING**

15 **SECTION 1. PRECONDITIONS TO DRUG TESTING**

16
17
18 (a) All sworn personnel in the bargaining unit must be provided information on what
19 drugs or substances are prohibited, prior to the implementation of this policy.

20
21 (b) Any drug testing policy which is applied to the members of the bargaining unit will
22 be applied to all sworn personnel.

23
24 (c) The County of Erie and the Erie County Sheriff ("Employer") will select the MRO.

25
26 (d) Random drug testing shall be performed only as noted herein.

27
28 (e) The following drug testing methodology shall be used for any drug test performed
29 on sworn personnel:

30
31 (1) "Initial Test" the initial test shall use an immunoassay (EMIT) test as a
32 screening test to rule out the presence of a controlled substance or its metabolite.
33 Those samples which test positive shall be subject to confirmatory testing as
34 described below.

35
36 (2) "Confirmatory Testing" all specimens identified as positive on the initial test
37 shall be confirmed using a gas chromatography/mass spectrometry ("GC/MS")
38 technique. Testing shall be conducted by a laboratory with a National Institute on
39 Drug Abuse ("NIDA") certification. All confirmed test results shall be referred to a
40 medical review officer ("MRO"), described below. If at any time there exists a test
41 with a higher rate of reliability than the GC/MS test, as determined by the U.S.
42 Dept. of Health and Human Services ("HHS"), such test shall be used in place of
43
44

1 the GC/MS test if requested by the Sheriff of Erie County.

2
3 (3) "Cutoff Levels" the cutoff levels utilized by HHS shall be utilized for initial and
4 confirmatory testing. Tested levels which fall below these cutoff levels shall be
5 considered negative results.

6
7 **SECTION 2. DEFINITIONS**

8
9 (a) "Test" refers to an on-duty drug test.

10
11 (b) "Urine Test" a urine sample submitted to a laboratory for testing.

12
13 (c) "Collection Site" a place designated by the Employer where employees present
14 themselves for the purpose of providing a specimen of their urine to be analyzed for the
15 presence of drugs.

16
17 (d) "Medical Review Officer" (MRO) a licensed physician responsible for receiving
18 laboratory results generated by the Employer's testing program who has knowledge of
19 substance abuse disorders and has appropriate medical training to interpret and evaluate an
20 individual's positive test result together with his or her medical explanation, at or above the
21 cutoff level assigned to that substance as reviewed by the MRO.

22
23 (e) "Positive Test Result" a test result that shows evidence of a drug, drug metabolite, in
24 a person's system, without a valid medical explanation, at or above the cutoff level assigned to
25 that substance as reviewed by the MRO.

26
27 (f) "Rehabilitation" treatment of a drug abuse problem, including counseling and
28 monitoring from providers.

29
30 (g) "Treatment" a therapeutic residential or outpatient program for employees with drug
31 abuse problems.

32
33 (h) "Immediate Discharge or Immediate Discharge Without Recourse" implies no review
34 through the grievance/arbitration procedure of the collective bargaining agreement between the
35 Union and the Employer.

36
37 (i) "Employee" when used in Article XXX of this Agreement, shall mean sworn
38 personnel.

39
40 **SECTION 3. PROHIBITED SUBSTANCES**

41
42 The Employer may test for the presence of any of the following substances: marijuana,
43 cocaine, opiates (i.e.: heroin, morphine), amphetamines and phencyclidine (PCP).

SECTION 4. INDIVIDUALS SUBJECT TO DRUG TESTING

(a) All sworn personnel may be subject to drug testing and testing circumstances. The following may be subjected to random urinalysis tests at any time, but not more than twice in any calendar year (January 1 - December 31):

(1) All sworn personnel in the Deputy Sheriff Criminal Division.

(2) Promotional sworn personnel on a one time basis during probationary period (thereafter covered under this Article).

(3) Newly hired sworn personnel during the probationary period (thereafter covered under this Article).

(b) The selection of any employee for random testing shall not prevent any other or further testing for that employee as provided in this policy.

(c) For random testing, an employee's name shall be withdrawn from the pool for any of the following reasons: L.D.I., leave approved prior to a notice of testing, hospitalization, layoff, vacation, approved personal leave or any other absence.

(d) Other Testing Circumstances

(1) "Post Accident" sworn personnel shall be tested when the Sheriff, his designee, commanding officer, or Division Chief has reasonable suspicion that drugs were involved in the accident in the use of the Employer's vehicle.

(2) "Post-Rehabilitative/Follow-Up" employees who are returned to work following participation in a drug rehabilitation program shall be required, at the Employer's option, to submit to "return to work" and "follow-up" drug tests to ensure that they remain substance free for a period of two (2) years.

(e) "Positive Test Results" unless otherwise noted in this policy, a final positive test will result in immediate discharge.

(f) "Reasonable Suspicion" an employee may be tested where there exists a reasonable suspicion that the employee is under the influence of drugs as defined under the provisions of this policy. The term 'reasonable suspicion' shall, for the purposes of this program, be defined as observed aberrant unusual on-duty behavior not immediately explained by causes other than that of drug use and/or the physical manifestations of drug use (e.g. drug paraphernalia, observed possession of drugs, etc.). A test may be conducted when:

(1) Observed by the employee's immediate supervisor or higher ranking officer and confirmed by the observation of another officer or supervisor. Such observations

1 must be documented.

2
3 (2) The type of behavior observed and documented is a recognized and accepted
4 symptom of intoxication, impairment or use of drugs. These signs may include, but
5 are not limited to:

- 6
7 - difficulty in maintaining balance
8 - slurred speech
9 - abnormal or erratic behavior
10 - apparent inability to perform assigned duties in a safe and satisfactory
11 manner
12

13 Employees who are directed to submit to reasonable cause testing shall be relieved
14 from all duties and placed on administrative leave of absence with pay, pending the receipt of
15 test results and the completion of any investigation conducted by the Employer.
16

17 A positive reasonable suspicion testing will result in immediate discharge.
18

19 **SECTION 5. TESTING AND TEST RESULTS**

20

21 (a) "Drug Testing Procedures" the following procedure shall be used whenever an
22 employee is required to give a urine sample:
23

24 (1) Random selection shall be made by computer without the presence of the
25 Employer or the Union. Should this mechanism be changed, the Union shall be
26 advised.
27

28 (2) A urine sample shall be taken of the employee. The collection shall be done in
29 such a manner as to protect the authenticity and reliability of the sample and the
30 privacy of the individual.
31

32 (3) Immediately after the sample has been given, it will be divided into two (2)
33 equal parts, provided at least 60 ml has been provided. Each of the two (2)
34 portions of the sample will be separately sealed, labeled and stored in a secure
35 and refrigerated atmosphere. Both of the samples will be sent or delivered to a
36 testing laboratory.
37

38 (4) In each instance of a drug test, a chain of custody procedure will be followed.
39 This procedure is used to account for the integrity of each urine specimen by
40 tracking its handling and storage from point of specimen collection to final
41 disposition of the specimen.
42

43 (5) A chain of custody form will be used from the time of collection to receipt by
44 the testing laboratory/laboratories. Upon receipt by the laboratory/laboratories, an

appropriate laboratory chain of custody form accounting for the sample within the laboratory shall be used.

(6) A tamper-proof sealing system designed in the manner such that the specimen bottle will be sealed against undetected opening and the bottle can be identified utilizing an identification number identical to that appearing on the urine custody and control form. Space shall be provided to initial the bottle, thereby affirming its identity.

(7) Should the employee be unable to pass the required amount of urine, he shall remain at the collection site and follow all directives given by the collection site personnel until such time as 60 ml or more of urine has been passed. Should the employee be unable to pass at least 60 ml of urine during his shift, he shall be referred to the Employer's designated physician who shall determine if such inability was purposefully done or medically unavoidable. If medically unavoidable, the employee shall be eligible for retesting at any time designated by the Employer during a twelve (12) month period.

(b) "Report and Review by MRO" all confirmed positive drug test results shall be referred to an MRO who shall perform the following tasks:

(1) Review the chain of custody documents and test results for completeness and accuracy.

(2) Give the employee an opportunity to discuss the results.

(3) If there appears to be no medical reason for the positive test result, which is acceptable to the MRO, the test shall be verified as positive and the same reported to the Sheriff and/or his designee.

(4) Should the employee provide a medically acceptable explanation to the MRO, the MRO shall report the test as negative to the collection clinic, which in turn shall report the same to the Sheriff and/or his designee.

(c) "Retest Procedures Following Positive Drug Test Results" if the confirmatory test and medical review is positive for the presence of an illegal drug, the employee will be so notified and the employee and the union will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The second untested sample, which has been retained by the laboratory shall be submitted by the employer to a different testing laboratory. The employee, the union and the employer will be given a copy of the results. Should the second result be positive, the employee and the union waive any right to challenge the integrity of the chain of custody or the testing protocol for either sample.

(d) "Specimen Integrity and Employee Conduct" specimen collection will occur in a clinical setting and under strict procedures so as to avoid specimen tampering. Careful chain of

1 custody procedures shall be followed at all times. Any attempt to hinder collection procedures
2 or to adulterate or substitute a urine sample will result in disqualification of an applicant and
3 disciplinary charges against the employee and a re-test.
4

5 (e) "Negative Reasonable Suspicion Test Results" the union shall be immediately
6 provided a complete listing of all of its members who are tested either for the random or
7 reasonable suspicion test. The union may thereafter review any negative reasonable suspicion
8 testing. Such review shall be through the contract's grievance and arbitration mechanism.
9 Each such question should be initiated by the union directly at Step 3. Should an arbitrator
10 ultimately determine that there was bad faith on the part of the supervising officer who initiated
11 the reasonable suspicion test, or that he otherwise acted in an arbitrary or capricious manner,
12 the arbitrator may award the employee involved up to one (1) days pay at his regular straight
13 time rate, and any other penalty deemed appropriate by the arbitrator.
14

15 (f) "Positive Test Results Procedures" for the purposes of this policy, unless otherwise
16 stated, an employee may not be terminated or otherwise subjected to any disciplinary action
17 for prohibited drug usage until the re-testing procedures are completed as defined in Section 5
18 (c) of this procedure and said test is deemed a positive test by the MRO.
19

20 (g) "Refusal to Submit to Test" employees who fail or refuse to immediately appear for
21 testing as directed shall be subject to the discipline procedures of this Agreement. Such a
22 failure to submit to a test will result in the suspension of the employee and thereafter he will be
23 required to submit to a test within 24 hours of the original test request. A further failure to
24 submit to this second test will result in discharge under the provisions of this policy.
25

26 (h) "Employee Rights" employees shall have a right to refuse a random test above and
27 beyond the requirements set forth in this Agreement.
28

29 **SECTION 6. EMPLOYEE ASSISTANCE AND REHABILITATION**

30

31 (a) "Employee Assistance" the Employer with the cooperation of the union, shall
32 promptly utilize the Employee Assistance Program (EAP) to:
33

34 (1) Educate employees about the dangers of substance abuse.
35

36 (2) Provide a resource for treatment of alcohol and drug abuse problems.
37

38 (3) Assist employees with a number of other services unrelated to substance
39 abuse designed to aid in the identification, intervention and resolution of personal
40 problems (i.e.: family, marital, financial, etc.) which negatively impact on the
41 employee's employment with the Employer.

42 (4) Provide initial counseling, problem identification, short-term counseling,
43 referral if necessary, to a professional agency or person who can assist the
44 employee to resolve his problem, and to offer follow-up support and monitoring.

1
2 (b) The services of the EAP shall be free to any employee. The costs of any
3 professional help to which the employee or immediate family member is referred, beyond the
4 services of the EAP and what may be covered by the employee's health insurance program,
5 shall be the responsibility of the employee.
6

7 (c) Use of the EAP services or any further professional help by an employee shall not
8 preclude discipline for incompetence, misconduct or unsatisfactory job performance. Any
9 discipline imposed shall be pursued in accordance with applicable provisions of this
10 Agreement.
11

12 (d) "Confidentiality" use of the EAP services or further professional help shall be
13 confidential except when confidentiality is waived by the employee as discussed below. EAP
14 records shall be maintained separately by the EAP coordinator, and shall not be included in
15 personnel files. The EAP shall provide the Employer's EAP coordinator with statistical data
16 only regarding the use of the program by the Employer's employees and members of their
17 immediate families. In this regard, there shall be no names or reference of any type
18 whatsoever that would enable any Department official to identify any subject of the EAP
19 program.
20

21 (e) "Terms Pending Drug Rehabilitation" while undergoing treatment in the Employer's
22 approved program, the employee:
23

24 (1) Shall be relieved of duty, utilizing whatever leave time may be available in
25 accordance with this Agreement and/or federal law. The employee shall be
26 required to utilize all paid leave credits (i.e.: vacation, personal and comp) before
27 utilizing paid sick leave.
28

29 (2) "Return to Light Duty Following Rehabilitation" employees may be returned to
30 "light duty" (contingent upon the availability of such an assignment) when:
31

32 (A) They have successfully completed the required in/outpatient
33 rehabilitation program, and
34

35 (B) They have obtained a full release from the designated EAP
36 counselor/physician, and
37

38 (C) They continue the recommended/prescribed rehabilitation program as
39 determined by the EAP.
40

41 -- While on such "light duty," the employee may be subject to regular and frequent
42 urinalysis drug testing.

43 (3) Return to Full Duty:
44

1 (A) The employee may not return to full duty until he has satisfactorily
2 completed the Employer's approved drug/substance abuse program and
3 obtained a negative drug urinalysis test result, and gained written clearance
4 from the Employer's designated physician.
5

6 (B) Should the employee be returned to full duty status, he shall be placed
7 in the selection pool for a period of twenty-four (24) months.
8

9 **SECTION 7. AMNESTY REHABILITATION PROGRAM**

10
11 "Treatment/Rehabilitation Encouraged" members of the Union who have a drug abuse
12 or addiction problem are hereby encouraged to seek treatment and rehabilitation under this
13 EAP program. Participation in this program shall be without fear of any discipline or discharge
14 penalties provided:
15

16 (a) Entry and participation in such treatment and rehabilitation must occur prior to
17 employee selection for random drug testing or selection for reasonable suspicion or post-
18 accident testing.
19

20 (b) An employee's refusal to participate in any material aspect of the subject EAP
21 counseling/rehabilitation program or a failure to complete counseling and testing as may be
22 required by the EAP, the referral agency, doctor or counselor shall be cause for termination
23 from employment.
24

25 (c) The employee must sign any and all releases and/or waivers so as to allow the
26 Employer to ensure the employee participation in the counseling/rehabilitation program.
27 Information acquired by the Employer shall be viewed by only those in a need-to-know status,
28 and shall be filed separately from the employee's personnel file. In all other respects, the
29 employee's right to confidentiality shall be respected.
30

31 (d) "Confirmed Positive Test Results" positive drug test result and the MRO's
32 confirmation of a positive drug test result following entry in and/or completion of any
33 treatment/rehabilitation program shall result in the employee's discharge under this Article.
34

35 (e) "Awareness and Education Program" an awareness and education program will be
36 in effect during the first three (3) months following the effective date of the agreement, and
37 during this three (3) month period no drug testing under the provisions of this policy or until the
38 joint EAP program is in effect shall be conducted.
39

40 **SECTION 8. PART OF EMPLOYER/UNION CONTRACT**

41
42 This policy shall be considered part of the Employer/Union Collective Bargaining
43 Agreement.
44

1 **SECTION 9. CHANGES IN MEDICAL COVERAGE BY PROVIDERS**

2
3 In the event that any or all the providers of health care benefit insurance modify or
4 change the levels or coverage for drug treatment related medical activities during the life of any
5 collective bargaining agreement, the employees covered under the provisions of this drug
6 testing policy shall have the option to select any other health care insurance plan offered by
7 the Employer without limitation to open enrollment periods.
8

9 **ARTICLE XXX**

10
11 **STATUTORY PROVISIONS**

12
13 It is understood by and between the parties that any provision of this Agreement
14 requiring legislative action to permit its implementation by amendment of law or by providing
15 the additional funds therefore, shall not become effective until the appropriate legislative body
16 has given approval.
17

18 **ARTICLE XXXI**

19
20 **TERMINATION AND MODIFICATION**

21
22 (a) This Agreement shall be effective as of January 1, 2017 and shall remain in full force
23 and effect until the 31st day of December 2021. It shall be automatically renewed from year to
24 year thereafter unless either party shall notify the other in writing one hundred eighty (180)
25 days prior to the termination date that it desires to modify this Agreement. In the event that
26 such a notice is given, negotiations shall begin not later than one hundred fifty (150) days prior
27 to the termination date. This Agreement shall remain in full force and be effective during the
28 period of negotiations and until notice of termination of this Agreement is provided to the other
29 party in the manner set forth in the following paragraph.
30

31 (b) In the event that either party desires to terminate this Agreement, written notice must
32 be given to the other party not less than ten (10) days prior to the desired termination date
33 which shall not be before the anniversary date set forth in the preceding paragraph.
34

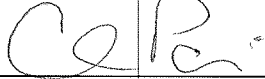
35 **ARTICLE XXXII**

36
37 **TOTAL AGREEMENT**

38
39 Notwithstanding any Personnel Rules and Regulations, Local Laws or resolutions, the
40 foregoing constitutes the entire Agreement between the parties and shall supersede any and
41 all personnel rules, regulations, Local Laws or resolutions and no verbal statements or other
42 amendments, except an amendment mutually agreed upon between the parties and in writing
43 annexed hereto designated as an amendment to this Agreement, shall supersede or vary the
44 provisions herein.

1 IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of
2 _____, 2018.
3
4

5 ERIE COUNTY SHERIFF'S
6 POLICE BENEVOLENT ASSOCIATION

7 
8

9 Christian Parisi
10 President, Erie County Sheriff's PBA
11

COUNTY OF ERIE



Mark C. Poloncarz
Erie County Executive

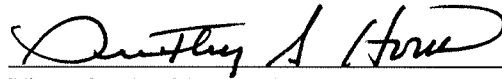


David A. Palmer ~~STEVEN M. MILLER~~
Commissioner of Personnel ~~Labor Relations~~

17 APPROVED AS TO FORM:
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19


20 Michael A. Siragusa
21 Erie County Attorney
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ERIE COUNTY SHERIFF



Timothy B. Howard
Erie County Sheriff

Erie County, New York
Document Number _____

	PBA - JOB TITLES	Grade Level
	Captain	11
	Captain - Aviation	11
	Coordinator Domestic Violence	7
	Deputy Sheriff Criminal	8
	Deputy Sheriff Criminal — Seneca Speaking	8
	Deputy Sheriff Criminal — Spanish Speaking	8
	Detective Deputy	9
	Detective Deputy - Arson	9
	Director of Training	11
	Lieutenant	10
	Senior Detective	11
	Senior Detective - Narcotics	11
	Sergeant	9
	Sr. Tactical Flight Officer	11
	Technical Sergeant	9
	Undercover Narcotics Deputy	8

1 ERIE COUNTY SHERIFF'S
2 POLICE BENEVOLENT ASSOCIATION
3
4
5

6 I, _____, AM A FULL TIME EMPLOYEE OF THE
7 ERIE COUNTY SHERIFF'S OFFICE-CRIMINAL DIVISION. I HEREBY DIRECT
8 AND AUTHORIZE THE COUNTY OF ERIE TO WITHHOLD FROM MY PAYCHECK
9 SUCH DUES AS SHALL BE DETERMINED BY THE MEMBERSHIP OF THE P.B.A.
10 I UNDERSTAND THAT SAID DUES MAY BE RAISED OR LOWERED BY THE
11 MEMBERSHIP FROM TIME TO TIME, IN ACCORDANCE WITH THE ADOPTED
12 BY-LAWS OF THE ASSOCIATION.
13

14 I PLEDGE THAT I WILL COMPLY WITH ALL THE RULES AND REGULATIONS OF
15 THE ERIE COUNTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION.
16
17
18

19 SIGNATURE: _____
20

21 SOCIAL SECURITY NUMBER: _____
22

23 DATE: _____
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All Out-of-Area and Non-Local Travel Requests Require Prior Approval from Budget

All requests for out-of-area and non-local travel reimbursement using County funds (general fund, or federal or state aid, reimbursements or grants) require advance approval by the Division of Budget and Management prior to travel occurring. All requests must be submitted at least one week in advance using Travel Request Form BC.001 (available on SharePoint at [http://sharepoint.erie.gov/Forms/Travel%20Request%20Form%20\[BC.001\].pdf](http://sharepoint.erie.gov/Forms/Travel%20Request%20Form%20[BC.001].pdf)) with all pertinent travel details provided (justification for travel, lodging, estimated mileage or gas, registration fees, conference fees, estimated meals, and tolls).

Local travel within Erie County for daily official business (such as, for instance, employees in Weights and Measures, Social Services caseworkers, and probation officers) using personal vehicles does not require advance approval by the Division of Budget and Management, but does continue to require approval from the Department Head. Please see the below section concerning local mileage reimbursement.

In addition, all requests for use of a non-personal vehicle require the submission of the Vehicle Authorization Form one week in advance of the travel.

The Vehicle Authorization Form for Travel Outside of Erie and Niagara Counties must be submitted to both the Department of Public Works (attention Colleen Sliz) and to the Division of Budget and Management (attention Kim Jaeckle).

The Vehicle Authorization Form for Local Travel Within Erie and Niagara Counties must be submitted only to the Department of Public Works (attention Colleen Sliz).

The forms can be found on the Erie County SharePoint site at [http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20\(Local\).doc](http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20(Local).doc) (for local vehicle) and [http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20\(Long%20Distance\).doc](http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20(Long%20Distance).doc) (long distance vehicle).

Personal Funds Shall be Utilized and Reimbursement Made

Except as provided by special law and/or ruling, funds for anticipated expenses for travel are generally not permitted to be advanced. In some cases, where official travel can be paid via a purchase order to an event organizer/sponsor, etc. (i.e. lodging, air travel and/or conference fees), the County can and should utilize said process to minimize out-of-pocket, up-front costs to be borne by an employee.

It is the responsibility of each employee to provide funds for his/her own expenses. Reimbursement will be made by normal claim procedures from budgeted funds, with proper supporting documentation and advance authorization from the Director of Budget and Management when required. To ensure timely reimbursement and minimal disruption to the employee's personal financial situation, employees should promptly submit all expense documentation to their Department Head or designee for approval and then to the Comptroller's Office for payment through the vendor process. All reimbursement requests must be submitted within four weeks of the travel.

Travel Time Policy

Employees will not be compensated (straight time, overtime, or compensatory time) for travel time spent going to or from an event held outside of Erie County if such travel was performed outside of the employee's normal working hours unless prior approval is granted by the Department Head. For instance, in those instances in which employees are traveling to a meeting in Albany very early on a morning (i.e. 5:00 am) and returning late that day (i.e. 10:00 pm) to avoid the expense of an overnight stay, consideration may be provided for compensation for early that morning and late that evening outside of their normal work hours.

County employees will be compensated for travel time needed to attend in-County events, if such travel is performed on a continuous work day basis from one business site to another (i.e. from the Rath Building to a meeting site or another County facility).

In some instances, employees are required to be in a remote location, such as Albany, New York City, or Washington, DC, early in the morning. In such cases where morning travel time would be burdensome or is impracticable, travel may be authorized by the Division of Budget and Management on the preceding day.

Reimbursement for Travel Expenses Incurred while Conducting County Business

All long distance travel request forms must be approved prior to departure by the Director of Budget and Management, or Chair of the Legislature, or Director of the Buffalo and Erie County Public Library ("Library") or their designee. County organizations must complete and submit Travel Request Form BC.001 for approval in advance by the Division of Budget and Management. All Library travel requests will be completed in accordance with the Travel policies and procedures approved by the Library Board of Trustees.

Only the actual and necessary expenses essential to the ordinary comforts of a traveler in the performance of official duties will be reimbursed. A specific and detailed statement of the official business for which the expenses were incurred must be included in the reimbursement request. Travel shall be by the most direct route possible. Expenditures for laundry, valet service, movies, entertainment, etc., are personal charges and will not be allowed. Reasonable tipping for wait staff or a driver (cab or shuttle bus) is permitted. When an employee is in an official long distance travel status, necessary parking charges will be allowed, including fees for parking automobiles at the point of departure/return. Reimbursement will be allowed for the use of the Thruway, bridges and toll roads so long as all claims for reimbursement are supported by receipts obtainable at toll booths or E-Z Pass statements.

Receipts must be maintained and submitted for all requested reimbursements. Employees should retain a copy of their reimbursement request and receipts as well as their department.

Meal Reimbursement

The purchase of meals is a necessary expense of an employee while in a long distance travel status. In terms of both necessary and reasonable, reimbursement for meals is allowed up to the maximum set by the United States General Services Administration (GSA) for the city/locality to which the travel occurs. The GSA establishes and publishes per diem rates annually (see

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts). The daily maximum meals rate for various locations in New York State can be viewed at <http://www.gsa.gov/portal/category/100120>.

As an example, at the time this travel and reimbursement policy was developed (April 2014), the maximum daily meal reimbursement tier for Albany, NY was \$61. Under that 2014 GSA rate, the breakdown for that tier, as explained at <http://www.gsa.gov/portal/content/101518> was \$10 for breakfast, \$15 for lunch, \$31 for dinner and \$5 for incidental expense. However, the County will not provide for incidental expense reimbursement, so the maximum Albany meal reimbursement would be \$56. These GSA rates change annually, so please take note of this fact.

The actual daily allowance will be adjusted based on departure and return times for those employees traveling outside of the County. For instance, employees departing their County office at mid-day are not eligible for a breakfast or lunch per diem. In order to determine the actual meal allowance for days when an employee leaves or returns to Erie County, the time of departure from and the time of return to the individual's place of work or home must be entered on the travel voucher.

Meal Reimbursement Example Scenarios

For instance, an employee departing their office (or home) for out of area travel at 7:00 am and returning at 8:00 pm would be entitled to breakfast, lunch and dinner. An employee departing at 10:00 am and returning at 8:00 pm would be entitled to claim for lunch and dinner. An employee departing at 12:00 pm and returning at 8:00 pm would only be entitled to dinner. An employee traveling at 10:00 am and returning at 6:00 pm would be entitled to claim for lunch. These are not exhaustive examples and are provided in order to help provide guidance to employees.

For any County employee requesting a reimbursement for a meal while traveling on official County business, an original receipt is required. No reimbursements are or will be permitted for any employee for an alcoholic beverage. Meal receipts that include alcoholic beverages are not proper for reimbursement and will not be accepted.

If an employee is attending a conference, school or convention and some or all of the meals are included in the fee paid, the maximum daily allowance will be reduced.

Mileage Reimbursement Rate

For all County employees the mileage reimbursement rate shall be the same as that promulgated by the Internal Revenue Service on an annual basis. See <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates> for annual rates.

Local Mileage Reimbursement

County employees who are required to use their personal vehicle for official business must have prior approval from their Department Head or designee. Please see the section regarding "travel by personal vehicle" for more details concerning this process.

Employee mileage reimbursement payments are processed through the Department of Personnel and included in an employee's paycheck. Departmental mileage payments are submitted directly to the

Department of Personnel on the Mileage Payment form, found on SharePoint at <http://sharepoint.erie.gov/Forms/SAP%20Reimbursement%20Forms%20-%20Mileage%20Payment.xls>. The signature of a Department Head, or their designee, is required. The Mileage Payment form *is in addition to* the current pink Claim for Mileage form, F-15A-291, which must still be completed by the employee, signed by the Department Head or their designee, and maintained in the department. ***Department Heads, or their designees, are ultimately responsible for compliance with all mileage rules and regulations, and their signature validates and authorizes payment to an employee.***

Employees must submit their mileage reimbursement request through their Department Head to the Department of Personnel no later than four weeks following the conclusion of their travel.

Lodging

Reimbursement will be allowed for lodging if supported by a paid bill. If the hotel bill is paid by credit card, the credit card charge slip (or a photocopy of the employee's monthly credit card statement) must accompany the hotel bill. Employees should seek government rates for lodging, when available. Lodging reimbursement will be based on the established rate for a standard room (i.e., the additional cost for an upgraded room is not reimbursable unless no standard facilities are available). Lodging within the County of Erie is not an ordinary and necessary expense and will not be reimbursed except under emergency conditions. Exceptions must be supported by written authorization of the Department Head. If an employee requires lodging for travel within New York State, the employee must obtain the New York State Tax Exemption Certificate form ST-129 from their department (or see http://www.tax.ny.gov/pdf/current_forms/st/st129_fill_in.pdf). This certificate must be presented to the hotel at the time of check-in so that taxes will not be added to the bill.

When making lodging arrangements, employees are required and expected to utilize reasonable lodging and not incur unduly burdensome hotel/motel expenses. In particular, you are cautioned against making reservations and staying in lodging that will lead to higher costs to the County due to an employee's desire to reside in a certain style of hotel/motel or due to the employee's desire to use their personal credit card or affinity card to receive "points" or other benefits which inure to the employee.

Your attention is directed to the GSA's maximum lodging rates at <http://www.gsa.gov/portal/category/100120> (searchable for New York State and other states and localities). We expect that reimbursement requests will adhere to the GSA schedule and will be reasonable.

Pre-approval of the lodging rate on your travel request (prior to travel) by the Director of Budget and Management is required. The Director of Budget and Management reserves the right to reject any lodging request which does not follow these guidelines.

Motor Vehicle Travel Policy

Whether an employee is traveling via County vehicle, personal vehicle, or rental vehicle, receipts and documentation must be provided in all circumstances for reimbursement. Specific details regarding the conduct and general rules for vehicles can be found in Chapter X, Section 17, Motor Vehicle Policy, of the County Personnel Policies and Procedures.

For County vehicles and rental vehicles, all Vehicle Authorization Requests, for travel within and outside of Erie County must be submitted to the Department of Public Works (Bureau of Fleet Services), which will determine the vehicle option provided. It is the policy of the County that whenever possible, marked County vehicles will be utilized for official business. However, given the size of the County vehicle passenger vehicle fleet, it is recognized that personal vehicles will be utilized by County employees for official business and travel within Erie County.

Travel by County Vehicle

County vehicles shall be used only for official business. Only authorized County employees may operate a County vehicle. The individual in whose charge a County vehicle has been placed shall possess a valid New York State Driver's License and a County Employee Identification Card at all times when operating a County vehicle. At all times that a County employee is operating a county vehicle, said operator shall be responsible for the vehicle as if it were his or her own. The operator of any County vehicle is personally responsible for the payment of any traffic or parking violations incurred in its operation, including the cost of any attorney's fees for any representation required.

Reimbursement is allowed for necessary expenses relating to the operation and maintenance (if required) of a County vehicle (i.e. fuel or tolls). County employees are advised to keep refueling of County vehicles to the minimum necessary, as the County is able to refuel fleet vehicles at its own fuel depots at less expense to the taxpayers than commercial gas stations.

When available, County vehicles should be utilized for approved travel to locations such as, but not limited to Rochester, Jamestown, Niagara County and Western New York. In the event more than one individual is attending the same official function, car-pooling should be utilized. Vehicle reservations are made by completing the "Use of County Vehicle Authorization Form" available on SharePoint and submitting the appropriate local or long distance form to the Department of Public Works (attention Colleen Sliz) at least one week prior to the travel date. The Department of Public Works (Bureau of Fleet Services) will determine whether a County vehicle or a rental car will be provided to an employee.

The Use of County Vehicle Authorization Forms can be found on the Erie County SharePoint site at [http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20\(Local\).doc](http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20(Local).doc) (for local vehicle) and [http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20\(Long%20Distance\).doc](http://sharepoint.erie.gov/Forms/Use%20of%20County%20Vehicle%20-%20Authorization%20Form%20(Long%20Distance).doc) (long distance vehicle).

Travel by Rental Car

The County maintains a policy that for travel outside of Western New York (i.e. Syracuse, Corning, Ithaca, Utica, Rome, Watertown, Albany, Binghamton, etc.) all official travel via automobile shall occur through rental car. Employees are required to reserve and utilize a rental car for out-of-region travel.

The County has an arrangement with an approved rental car agency under which County employees will utilize an appropriately sized rental car (determined by the Bureau of Fleet Services). Rental cars can be collected at the Rath Building for travel. Employees are required to return the rental vehicle without fueling it, as the Bureau of Fleet Services will fuel and return the vehicle.

Please note: under the County's arrangement with an approved rental car agency, the County automatically receives the agency's driver protection insurance coverage. Employees should confirm at the time of pickup that the insurance coverage is in place. This insurance is intended to help indemnify the County and the employee in the event of an accident or damage to the vehicle. If this arrangement were ever to change and a new rental car provider does not automatically provide such insurance coverage, County employees driving a rental car will be required to request and accept a damage waiver and liability coverage.

Travel by Personal Vehicle

The official use of personally owned vehicles shall be restricted to such cases where it is to the advantage of the County. It is the responsibility of Department Head to prevent incurring additional expense through the use of personally owned vehicles when common carrier service can be used without undue delay in conducting official business. The County recognizes that given the limited number of fleet vehicles available for official business, some County employees may need to utilize their personal vehicles and seek reimbursement.

When provided with appropriate documentation, reimbursement is provided to County employees for the use of their personal vehicle in official travel within Erie County or in some instances in a neighboring county when a County vehicle is not available or practicable as determined by the Bureau of Fleet Services or Division of Budget and Management.

Costs, including but not limited to, accident deductibles, tickets, or violations, incurred by County employees while using a personal vehicle for County business are the responsibility of the employee. In the case of an accident, the employee/vehicle owner's personal auto liability policy will respond on a primary basis. The County is not responsible for any physical damage to an employee's vehicle. The driver/vehicle's personal auto insurance must provide primary insurance with minimum liability coverage as required by law or regulation. Employees should have their own collision and comprehensive physical damage coverage. The employee bears the expense of any personal auto policy deductibles. Employees shall comply with all laws, rules and regulations pertaining to the ownership, use and operation of the vehicle.

Travel from/to Field Sites and Home: An employee may be reimbursed for mileage between a permanent worksite and an assignment away from the permanent worksite. If an employee is dispatched from home, mileage from home or the permanent worksite to the temporary work assignment and back (whichever is the shorter distance) may also be reimbursed. For instance, for an employee assigned to report directly to a field site at the start of the day, mileage may be reimbursed from either the employee's home to the field site, or from the employee's office reporting location to the field site, whichever distance is shorter. Similarly, for an employee required to work in the field at the end of the day, mileage may be reimbursed from either the employee's last field site to their home, or from the last field site to the employee's office reporting location, whichever distance is shorter.

Any actual mileage driven outside normal working hours (weekend and call back [overtime]) will not be reimbursed from home to a permanent worksite and/or from a permanent worksite to home. However, mileage may be reimbursed from home to a location other than the permanent worksite and that location back to an employee's home.

Reimbursement after Travel

Following official travel, employees must complete the Travel Voucher Form BC.002 (available on SharePoint at [http://sharepoint.erie.gov/Forms/Travel%20Voucher%20Form%20\[BC.002\].pdf](http://sharepoint.erie.gov/Forms/Travel%20Voucher%20Form%20[BC.002].pdf)) to claim reimbursable expenses. The form and receipts must be submitted within four weeks following travel for payment processing. Form BC.002 must be signed by the employee's Department Head and submitted to the Erie County Comptroller's Office, Accounts Payable unit for processing and reimbursement to the employee.

PBA 2017 PAY SCALE

	0	1	2	3	4	5	A	B	C	D	E
GRP 07	53015 2039.04 25.488	55124 2120.16 26.502	57237 2201.44 27.518	59336 2282.16 28.527	61441 2363.12 29.539	62591 2407.36 30.092	63735 2451.36 30.642	64881 2495.44 31.193	66017 2539.12 31.739	67174 2583.60 32.295	
GRP 08	53109 2042.64 25.533	58475 2249.04 28.113	60940 2343.84 29.298	63394 2438.24 30.478	65851 2532.72 31.659	67105 2580.96 32.262	68370 2629.60 32.870	69624 2677.84 33.473	70884 2726.32 34.079	72141 2774.64 34.683	
GRP 09	59255 2279.04 28.488	62015 2385.20 29.815	64777 2491.44 31.143	67521 2596.96 32.462	70277 2702.96 33.787	71650 2755.76 34.447	73043 2809.36 35.117	74422 2862.40 35.780	75793 2915.12 36.439	77172 2968.16 37.102	
GRP 10	62700 2411.52 30.144	65709 2527.28 31.591	68711 2642.72 33.034	71698 2757.60 34.470	74718 2873.76 35.922	76220 2931.52 36.644	77711 2988.88 37.361	79223 3047.04 38.088	80725 3104.80 38.810	82224 3162.48 39.531	
GRP 11	67989 2614.96 32.687	71225 2739.44 34.243	74487 2864.88 35.811	77717 2989.12 37.364	80972 3114.32 38.929	82599 3176.88 39.711	84232 3239.68 40.496	85842 3301.60 41.270	87464 3364.00 42.050	89093 3426.64 42.833	
GRP 12	71983 2768.56 34.607	75571 2906.56 36.332	79186 3045.60 38.070	82767 3183.36 39.792	86360 3321.52 41.519	88165 3390.96 42.387	89952 3459.68 43.246	91761 3529.28 44.116	93560 3598.48 44.981	95362 3667.76 45.847	
GRP 13	77605 2984.80 37.310	81532 3135.84 39.198	85478 3287.60 41.095	89444 3440.16 43.002	93367 3591.04 44.888	95347 3667.20 45.840	97325 3743.28 46.791	99314 3819.76 47.747	101294 3895.92 48.699	103274 3972.08 49.651	
GRP 30	81536 3136.00 39.200										
GRP 50	76253 2932.80 36.660										
GRP 51	81141 3120.80 39.010										

PBA 2018 PAY SCALE

	0	1	2	3	4	5	A	B	C	D	E
GRP 07	54340 2090.00 26.125	56503 2173.20 27.165	58668 2256.48 28.206	60819 2339.20 29.240	62976 2422.16 30.277	64156 2467.52 30.844	65329 2512.64 31.408	66504 2557.84 31.973	67667 2602.56 32.532	68852 2648.16 33.102	
GRP 08	54436 2093.68 26.171	57408 2208.00 27.600	59937 2305.28 28.816	62462 2402.40 30.030	64979 2499.20 31.240	67496 2596.00 32.450	70079 2695.36 33.692	71365 2744.80 34.310	72656 2794.48 34.931	73944 2844.00 35.550	
GRP 09	60736 2336.00 29.200	63565 2444.80 30.560	66398 2553.76 31.922	69210 2661.92 33.274	72035 2770.56 34.632	73441 2824.64 35.308	74870 2879.60 35.995	76284 2934.00 36.675	77688 2988.00 37.350	79102 3042.40 38.030	
GRP 10	64268 2471.84 30.898	67352 2590.48 32.381	70429 2708.80 33.860	73491 2826.56 35.332	76586 2945.60 36.820	78125 3004.80 37.560	79654 3063.60 38.295	81203 3123.20 39.040	82742 3182.40 39.780	84280 3241.52 40.519	
GRP 11	69688 2680.32 33.504	73006 2807.92 35.099	76348 2936.48 36.706	79660 3063.84 38.298	82996 3192.16 39.902	84664 3256.32 40.704	86337 3320.64 41.508	87988 3384.16 42.302	89650 3448.08 43.101	91320 3512.32 43.904	
GRP 12	73782 2837.76 35.472	77459 2979.20 37.240	81166 3121.76 39.022	84837 3262.96 40.787	88519 3404.56 42.557	90370 3475.76 43.447	92200 3546.16 44.327	94056 3617.52 45.219	95900 3688.48 46.106	97745 3759.44 46.993	
GRP 13	79545 3059.44 38.243	83570 3214.24 40.178	87614 3369.76 42.122	91680 3526.16 44.077	95701 3680.80 46.010	97731 3758.88 46.986	99759 3836.88 47.961	101797 3915.28 48.941	103825 3993.28 49.916	105855 4071.36 50.892	
GRP 30	81536 3136.00 39.200										
GRP 50	76253 2932.80 36.660										
GRP 51	81141 3120.80 39.010										

PBA 2019 PAY SCALE

	0	1	2	3	4	5	A	B	C	D	E
GRP 07		55698 2142.24 26.778	57916 2227.52 27.844	60135 2312.88 28.911	62340 2397.68 29.971	64551 2482.72 31.034	65759 2529.20 31.615	66961 2575.44 32.193	68166 2621.76 32.772	69358 2667.60 33.345	70574 2714.40 33.930
GRP 08	55796 2146.00 26.825	58843 2263.20 28.290	61435 2362.88 29.536	64024 2462.48 30.781	66604 2561.68 32.021	69183 2660.88 33.261	70504 2711.68 33.896	71831 2762.72 34.534	73149 2813.44 35.168	74472 2864.32 35.804	75793 2915.12 36.439
GRP 09		62254 2394.40 29.930	65154 2505.92 31.324	68058 2617.60 32.720	70940 2728.48 34.106	73836 2839.84 35.498	75277 2895.28 36.191	76742 2951.60 36.895	78191 3007.36 37.592	79631 3062.72 38.284	81080 3118.48 38.981
GRP 10		65874 2533.60 31.670	69037 2655.28 33.191	72191 2776.56 34.707	75327 2897.20 36.215	78501 3019.28 37.741	80078 3079.92 38.499	81644 3140.16 39.252	83233 3201.28 40.016	84812 3262.00 40.775	86387 3322.56 41.532
GRP 11		71431 2747.36 34.342	74830 2878.08 35.976	78258 3009.92 37.624	81650 3140.40 39.255	85072 3272.00 40.900	86782 3337.76 41.722	88496 3403.68 42.546	90189 3468.80 43.360	91892 3534.32 44.179	93604 3600.16 45.002
GRP 12		75627 2908.72 36.359	79396 3053.68 38.171	83196 3199.84 39.998	86959 3344.56 41.807	90732 3489.68 43.621	92629 3562.64 44.533	94505 3634.80 45.435	96406 3707.92 46.349	98299 3780.72 47.259	100189 3853.44 48.168
GRP 13		81534 3135.92 39.199	85659 3294.56 41.182	89804 3454.00 43.175	93972 3614.32 45.179	98093 3772.80 47.160	100175 3852.88 48.161	102253 3932.80 49.160	104343 4013.20 50.165	106421 4093.12 51.164	108501 4173.12 52.164
GRP 30	81536 3136.00 39.200										
GRP 50		76253 2932.80 36.660									
GRP 51		81141 3120.80 39.010									

PBA 2020 PAY SCALE

	0	1	2	3	4	5	A	B	C	D	E
GRP 07	57090 2195.76 27.447	59363 2283.20 28.540	61639 2370.72 29.634	63898 2457.60 30.720	66165 2544.80 31.810	67402 2592.40 32.405	68636 2639.84 32.998	69869 2687.28 33.591	71092 2734.32 34.179	72338 2782.24 34.778	
GRP 08	57192 2199.68 27.496	60314 2319.76 28.997	62970 2421.92 30.274	65626 2524.08 31.551	68270 2625.76 32.822	70913 2727.44 34.093	72265 2779.44 34.743	73626 2831.76 35.397	74978 2883.76 36.047	76334 2935.92 36.699	77688 2988.00 37.350
GRP 09	63810 2454.24 30.678	66783 2568.56 32.107	69759 2683.04 33.538	72715 2796.72 34.959	75681 2910.80 36.385	77160 2967.68 37.096	78659 3025.36 37.817	80147 3082.56 38.532	81621 3139.28 39.241	83108 3196.48 39.956	
GRP 10	67521 2596.96 32.462	70764 2721.68 34.021	73996 2846.00 35.575	77210 2969.60 37.120	80465 3094.80 38.685	82079 3156.88 39.461	83685 3218.64 40.233	85313 3281.28 41.016	86932 3343.52 41.794	88546 3405.60 42.570	
GRP 11	73218 2816.08 35.201	76700 2950.00 36.875	80215 3085.20 38.565	83691 3218.88 40.236	87200 3353.84 41.923	88951 3421.20 42.765	90709 3488.80 43.610	92444 3555.52 44.444	94189 3622.64 45.283	95944 3690.16 46.127	
GRP 12	77517 2981.44 37.268	81380 3130.00 39.125	85276 3279.84 40.998	89132 3428.16 42.852	93001 3576.96 44.712	94944 3651.68 45.646	96868 3725.68 46.571	98817 3800.64 47.508	100755 3875.20 48.440	102694 3949.76 49.372	
GRP 13	83572 3214.32 40.179	87801 3376.96 42.212	92048 3540.32 44.254	96321 3704.64 46.308	100545 3867.12 48.339	102679 3949.20 49.365	104809 4031.12 50.389	106952 4113.52 51.419	109081 4195.44 52.443	111213 4277.44 53.468	
GRP 30	81536 3136.00 39.200										
GRP 50	76253 2932.80 36.660										
GRP 51	81141 3120.80 39.010										

PBA 2021 PAY SCALE

	0	1	2	3	4	5	A	B	C	D	E
GRP 07		58232 2239.68 27.996	60551 2328.88 29.111	62872 2418.16 30.227	65175 2506.72 31.334	67488 2595.68 32.446	68750 2644.24 33.053	70009 2692.64 33.658	71267 2741.04 34.263	72515 2789.04 34.863	73786 2837.92 35.474
GRP 08	58336 2243.68 28.046	61520 2366.16 29.577	64228 2470.32 30.879	66939 2574.56 32.182	69634 2678.24 33.478	72332 2782.00 34.775	73711 2835.04 35.438	75098 2888.40 36.105	76477 2941.44 36.768	77861 2994.64 37.433	79242 3047.76 38.097
GRP 09		65087 2503.36 31.292	68118 2619.92 32.749	71155 2736.72 34.209	74169 2852.64 35.658	77195 2969.04 37.113	78703 3027.04 37.838	80232 3085.84 38.573	81750 3144.24 39.303	83254 3202.08 40.026	84770 3260.40 40.755
GRP 10		68871 2648.88 33.111	72178 2776.08 34.701	75477 2902.96 36.287	78753 3028.96 37.862	82075 3156.72 39.459	83720 3220.00 40.250	85359 3283.04 41.038	87019 3346.88 41.836	88670 3410.40 42.630	90316 3473.68 43.421
GRP 11		74682 2872.40 35.905	78235 3009.04 37.613	81819 3146.88 39.336	85365 3283.28 41.041	88943 3420.88 42.761	90730 3489.60 43.620	92523 3558.56 44.482	94293 3626.64 45.333	96073 3695.12 46.189	97864 3764.00 47.050
GRP 12		79067 3041.04 38.013	83009 3192.64 39.908	86981 3345.44 41.818	90915 3496.72 43.709	94860 3648.48 45.606	96843 3724.72 46.559	98804 3800.16 47.502	100793 3876.64 48.458	102771 3952.72 49.409	104747 4028.72 50.359
GRP 13		85245 3278.64 40.983	89556 3444.48 43.056	93889 3611.12 45.139	98247 3778.72 47.234	102556 3944.48 49.306	104732 4028.16 50.352	106906 4111.76 51.397	109090 4195.76 52.447	111263 4279.36 53.492	113437 4362.96 54.537
GRP 30	81536 3136.00 39.200										
GRP 50		76253 2932.80 36.660									
GRP 51		81141 3120.80 39.010									

COVERAGE	Enhanced POS 202	Core POS 203	Value POS 204	Proposed changes to the Value POS 204
Medical Services				
Office Visits	\$8	\$10	\$15	\$15
Routine Physicals	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Chiropractic Services (medically necessary)	\$8	\$10	\$15	\$15
8 Maintenance visits for Chiropractic Care	\$8	\$10	N/A	N/A
Specialist Visits	\$8	\$10	\$15	\$15
MRI	\$8	\$10	\$15	\$15
Diagnostic X-Rays	\$8	\$10	\$15	\$15
Well Child Visits and Immunizations (up to age 19)	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Laboratory Testing	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Massage Therapy (12 visits per calendar year)	\$8	\$10	N/A	N/A
Acupuncture (6 visits per calendar year)	\$8	\$10	N/A	N/A
Urgent Care	\$8	\$10	\$15	\$15
Women's Services				
Gynecological Office Visits	\$8	\$10	\$15	\$15
Routine Mammograms	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Routine Pap Smear	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Maternity Care (prenatal & post-natal care)	Covered in Full, after initial co-pay	Covered in Full, after initial co-pay	Covered in Full, after initial co-pay	Covered in Full, after initial co-pay
Hospital Care				
Inpatient Stay - Semi Private Room	Covered in Full	\$100 deductible	\$300 deductible	\$250 co-pay; 1 per person, 2 per family per year
Outpatient Surgery Facility	\$8	\$10	\$15	\$15
Chemotherapy, Radiation Therapy, Inhalation Therapy	\$8	\$10	\$15	\$15
Cardiac Rehabilitation (24 visits per year)	\$8	\$10	\$15	\$15
Occupational Speech, Physical Therapy	\$8; 30 visits per therapy	\$10; 30 visits per therapy	\$15; 20 visits per therapy	\$15; 30 visits per therapy
Emergency Room (waived if admitted to hospital)	\$35	\$50	\$100	\$100
Emergency Ambulance (medically necessary)	\$35	\$50	\$100	\$100
Mental Health Care				
Inpatient (unlimited if medically necessary)	Covered in Full	\$100 deductible	\$300 deductible	\$250 co-pay; 1 per person, 2 per family per year
Outpatient (unlimited if medically necessary)	\$8	\$10	\$15	\$15
Substance Abuse Treatment				
Inpatient Detoxification (unlimited if medically necessary)	Covered in Full	\$100 deductible	\$300 deductible	\$250 co-pay; 1 per person, 2 per family per year
Outpatient (unlimited if medically necessary)	\$8	\$10	\$15	\$15
Inpatient Rehabilitation (unlimited if medically necessary)	Covered in Full	\$100 deductible	\$300 deductible	\$250 co-pay; 1 per person, 2 per family per year
Other Services				
Durable Medical Equipment	20% co-insurance	50% co-insurance	50% co-insurance	50% co-insurance
Home Health Care (unlimited visits)	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Hospice (210 days)	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Prosthetic Devices	20% co-insurance	50% co-insurance	50% co-insurance	50% co-insurance
Skilled nursing facility non-custodial (unlimited days)	Covered in Full	Covered in Full	Covered in Full	Covered in Full
For rehabilitation purposes - Not Long Term Care				
Prescription Drug Services				
One co-payment per 30 day supply	\$0/\$7/\$10	\$5/\$7/\$10	\$10/\$15/\$20	\$5/\$10/\$15
Mail Order available per 90 day supply for one co-pay				
Vision Care				
Routine vision eye exam	Covered in Full, every year	Covered in Full, every year	Covered in Full, every 2 years	Covered in Full, every 2 years
Dependent Coverage	Age 26	Age 26	Age 26	Age 26
Coverage terminates on last day of birth month				
Out-of-Network	\$300/\$600	\$500/\$1,000	\$1,000/\$2,000	\$1,000/\$2,000
Deductible	20%	20%	25%	25%
Out-of-Pocket Maximum	\$2,000/\$4,000	\$2,500/\$5,000	\$2,500/\$5,000	\$2,500/\$5,000
Lifetime Maximum	None	None	None	None
Premium				
Single	\$507.88	\$507.88	\$455.06	\$467.28
Family	\$1,432.25	\$1,432.25	\$1,324.48	\$1,359.74
Census - Enrollees				
Single	30	30	30	30
Family	90	90	90	90
Monthly Cost				
Annual Cost	\$144,138.90	\$1729,666.80	\$132,855.00	\$136,955.00
			\$1,594,260.00	\$1,636,740.00
			-7.83%	-5.37%



EmblemHealth®
WHAT CARE FEELS LIKE.

**PREFERRED
DENTAL**

BENEFITS PLAN

The County of Erie

For the most up-to-date listings of participating dentists, visit www.emblemhealth.com, click on "Find a Doctor," and select the "Preferred" Network option.

Your EmblemHealth Preferred Dental Plan provides for a high level of coverage through EmblemHealth's network of over 7,000 Preferred dentists and specialists in New York and New Jersey.

You have the freedom to choose the Preferred network dentists or specialists you use for covered services. You are not required to select a specific primary care dentist. You decide the participating provider at the time you receive care. All benefits shown below are on a per person basis.

Certain types of oral surgery may be covered under the medical plan.

Dependent Coverage: Children to age 19 (end of calendar year).

Predetermination of Benefits: This is a process by which EmblemHealth reviews and estimates benefits before services are rendered. It helps you to know in advance the services and materials EmblemHealth will cover or the benefits EmblemHealth will provide. It is available upon request for certain services. It is not available for Type A or basic restorative services. To obtain a Predetermination of Benefits, submit a Treatment Plan to EmblemHealth before receiving oral surgery, prosthetics or appliances. EmblemHealth will review the Treatment Plan and inform you and your provider of the results. Actual benefits may vary based upon new information received by EmblemHealth after it has issued the Predetermination of Benefits. If the services actually rendered are not the services set forth in the proposed treatment plan, then this Predetermination of Benefits shall be void.

Dental Services Not Covered: In addition to exclusions noted above, this Plan provides no coverage for: Cosmetic surgery and treatment unless involving reconstructive surgery incidental to trauma, infection, or disease of the involved part; prescription drugs and medications; services and appliances for the treatment of temporomandibular joint (TMJ) dysfunction; behavioral management; implants; transplantations; and other services not listed as covered. You are not covered for services that do not conform to accepted standards of dental practice.

Annual Maximum: \$1,200

BENEFITS		IN-NETWORK	OUT-OF-NETWORK
Type A – Preventive and Diagnostic Services			
Base Coverage Level		Provider is paid 100% of the Preferred Schedule of Allowances.	EmblemHealth reimburses you up to 100% of the Plan's Spectrum Plus fee schedule. You are responsible for any dental charges that exceed this payment.
Examinations – 2 per person per calendar year. 1 initial comprehensive examination per dentist, per lifetime.		Covered The patient has no out-of-pocket expenses for the covered service rendered.	Base Coverage Level as described above.
Prophylaxes (Cleanings) – 2 per person per calendar year.			
X-Rays – 4 bitewing x-rays per person per calendar year. - 1 full-mouth series of x-rays or 1 panoramic film per person once every 3 years.			
Fluoride Treatments – 1 per person per calendar year to age 19 (end of calendar year child reaches age 19).			
Space Maintainers – 1 per dependent child, per lifetime. Coverage provided until end of calendar year child reaches age 19.			
Mouth Guards – 1 per dependent child, per lifetime. Coverage provided until end of calendar year child reaches age 19.			

NOTE: This is not a complete benefit comparison or a contract and should only be viewed as a brief summary to assist you in understanding this EmblemHealth benefit program. A detailed benefits description, including limitations and exclusions, is contained within the Certificate of Insurance. The terms, conditions, limits and exclusions shown in the Certificate of Insurance shall govern.

	BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Type B – Basic Services			
Base Coverage Level		Provider is paid 100% of the Preferred Schedule of Allowances.	EmblemHealth reimburses you up to 100% of the Plan's Spectrum Plus fee schedule. You are responsible for any dental charges that exceed this payment.
Simple Extractions		<p>Covered</p> <p>The patient has no out-of-pocket expenses for the covered services rendered.</p>	<p>Base Coverage Level as described above.</p>
Basic Restorations (Fillings) <ul style="list-style-type: none"> - Posterior composite fillings on molars are reimbursed at the amalgam fee. Patients who elect composite restorations on molars are responsible for the differences between the EmblemHealth payments and the dentists' normal submitted fees for the services rendered. Patients should discuss these additional fees with dentists when reviewing the treatment plan and financial arrangements. 			
Endodontics (Root canal therapy) <ul style="list-style-type: none"> - Pulpotomy covered once per tooth, per lifetime. Not covered if root canal done on same tooth by same provider within 3 months of the pulpotomy. 			
Periodontics (Treatment of diseases of the gum and jaw) <ul style="list-style-type: none"> - 5 periodontal treatments per person per calendar year. - 1 type of periodontal surgery and/or 1 graft per quadrant. 			
Oral Surgery (Surgical removal of an erupted tooth) <ul style="list-style-type: none"> - Charges for x-rays taken solely for surgery, local anesthesia, and post-operative care included in allowance for oral surgery. - Coverage includes surgery on fractured jaws, impactions, lesions in and around the mouth, and reimplantations. 			
Anesthesia & IV Sedation – Covered for general anesthesia and IV sedation for covered services. Charges for local anesthesia are included in the allowance for the dental procedure. No separate allowance for local anesthesia. Analgesia and monitoring devices not covered.			
Palliative Services (Relief of pain) <ul style="list-style-type: none"> - 1 service per person per calendar year, emergencies only. 			
Repair of Appliances <ul style="list-style-type: none"> - Replacement of broken teeth or clasps, recementation of inlays, crowns, bridges and space maintainers. Replacement of broken facings. 			
Tests and Laboratory Exams – Biopsy and examination of oral tissue.			

BENEFITS		IN-NETWORK	OUT-OF-NETWORK
Type C – Major Services			
Base Coverage Level		Provider is paid 100% of the Preferred Schedule of Allowances.	EmblemHealth reimburses you up to 100% of the Plan's Spectrum Plus fee schedule. You are responsible for any dental charges that exceed this payment.
<p>Fixed and Removable Prosthetics – Both immediate and permanent dentures, full or partial, repair, and crowns over implants.</p> <p>Major Restoration – Includes crowns, related post and core procedures and inlays.</p> <ul style="list-style-type: none"> - Replacement or substitution of appliances covered only after 5 years have passed since appliance was inserted. - EmblemHealth reimburses crowns, single abutment crowns, and pontics other than porcelain fused to base metal at the allowance for predominantly base metal. Patients who elect crowns other than porcelain fused to base metal are responsible for the differences between the EmblemHealth payments and the dentists' normal submitted fees for the services rendered. Patients should discuss these additional fees with dentists when reviewing the treatment plan and financial arrangements. - Coverage provided for crowns or pontics for attachment or clasp purposes only if tooth cannot be restored by fillings. - When a fixed bridge and partial denture are inserted in the same arch, only the partial denture is covered unless 5 years have passed since prior insertion of the fixed bridge or partial denture. - No separate allowance for temporary service or appliance. - Posts covered only if there is evidence of root canal on the tooth. - Charges for cementation of crown/inlay are included in allowance for the crown/inlay. - Crowns over implants are reimbursed based upon the allowance for a single crown, porcelain fused to predominantly base metal. The patient is responsible for the difference between the dentist's normal submitted fee and the EmblemHealth payment amount. 		<p>Covered</p> <p>The patient has no out-of-pocket expenses for the covered service rendered.</p>	<p>Base Coverage Level as described above.</p>
Type D – Orthodontics			
<p>Orthodontic Base Coverage Level</p> <p>Available for covered dependent children to age 19 (end of calendar year).</p> <p>EmblemHealth's orthodontia allowance does not include charges for missed appointments or additional cosmetic banding options. Charges for these items are the responsibility of the patient and can reflect the provider's standard charges.</p>		<p>EmblemHealth will issue an initial payment to the participating dentist upon receipt of a claim confirming the initiation of comprehensive orthodontic treatment. The balance of the available orthodontia benefit due will be issued in subsequent quarterly payments.</p>	<p>EmblemHealth reimburses you up to 100% of the Plan's Spectrum Plus fee schedule. You are responsible for any dental charges that exceed this payment.</p>

Refer to Policy Forms PLD-1104-C and PLD-1103-C

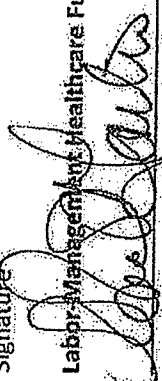
Group Health Incorporated (GHI), HIP Health Plan of New York (HIP), HIP Insurance Company of New York and EmblemHealth Services Company, LLC are EmblemHealth companies. EmblemHealth Services Company, LLC provides administrative services to the EmblemHealth companies.

**Labor-Management Healthcare Coalition
Emblem Health Dental Rates
Effective April 1, 2015 through March 31, 2016
for Erie County**

<u>Active</u>		<u>Retirees</u>	
Single	Family	Single	Two-Person Family
\$21.49	\$78.42	\$42.14	\$94.30 \$152.64
Cobra Rates			
<i>Includes 2% Admin Fee</i>			
\$21.92	\$79.99		

These rates are for illustration purposes only and include \$6.19 per dental contract per month for GHI ASO administrative fees for the period April 1, 2015 through March 31, 2016.

Acceptance of Rates:

Signature
Labor-Management Healthcare Fund


Victoria Martino / Executive Director

The following sections were modified as a result of this Collective Bargaining Agreement:

Article	Title	Section	Title
IX	Hours of Work	3	Shift Change
X	Reporting Time	1	Court Time
X	Reporting Time	8	Call In Pay
XI	Work Force Changes	1	Promotions-Competitive Class
XI	Work Force Changes	2	Temporary Assignment
XII	Holidays	1	Holidays Recognized and Observed
XV	Sick Leave	4	Extended Sick Leave
XVII	Wages and Classifications	2	Wages
XVII	Wages and Classifications	5	Shift Differential
XVII	Wages and Classifications	9	Bomb Squad, Swat, URT and Aviation
XVII	Wages and Classifications	10	Bonus for Field Training Officers
XVIII	On Duty Injury	1	207-c Procedures
XIX	Health Insurance	1	Health Insurance Plans
XIX	Health Insurance	4	Payment in Lieu of Health Insurance
XXIV	General Provisions	15	Reserves
XXXI	Termination and Modification		